



The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, SEPTEMBER 21, 2021

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

Mayor:
Vice Mayor:
Commissioner:
Commissioner:
Commissioner:

Joe Kyles Sr.
Betty Barnard
Esther Berry
Taranza McKelvin
John Wilson

City Manager:
City Attorney:
City Clerk:

Leondrae D. Camel
Burnadette Norris-Weeks
Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY
CITY FINAL BUDGET
WORKSHOP
CITY HALL CHAMBER
TUESDAY, SEPTEMBER 21, 2021
6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3.a.** Final Budget FY 2021-2022
 - 3.b.** Agenda Items
- 4. ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING

AGENDA

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 21, 2021
7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS (Up to 5 minutes)

3.a. Lakeside Medical Center's Birthing Center "delivers"-Proclamation

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

**5.a. Regular City Workshop and City Meeting
Approval of City Minutes –September 07, 2021**

**5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda-September 21, 2021**

6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)

6.a. RESOLUTION NO. 39-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

6.b.

RESOLUTION 40-2021

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

6.c.

RESOLUTION NO. 41-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING A PLAN FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS OF 2021 AND TO AUTHORIZE BUDGET ALLOCATIONS IN THE FISCAL YEAR 2021/2022 ADOPTED BUDGET; PROVIDING AN EFFECTIVE DATE

6.d.

RESOLUTION NO. 42-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO OPEN BANK ACCOUNT(S) FOR PUBLIC DEPOSITS AT BANK OF BELLE GLADE; AUTHORIZING SPECIFIC PERSONS TO BE SIGNATORIES ON THE ACCOUNT; PROVIDING FOR AN EFFECTIVE DATE

6.e.

RESOLUTION NO. 43-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING, PERTAINING TO NW 10th AVENUE REHABILITATION PROJECT AS A CONTINUING AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

6.f.

RESOLUTION NO. 44-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM CARDNO, INC., PERTAINING TO TANNER PARK SHELTER/COMMUNITY CENTER PROJECT AS A CONTINUING AGREEMENT AND IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00); PROVIDING FOR AN EFFECTIVE DATE

6.g. RESOLUTION NO. 45-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DRAINAGE EASEMENT AGREEMENT BETWEEN GERALDINE SMITH RUSSELL AND THE CITY OF SOUTH BAY FOR PARCEL 801, A PORTION OF LOTS 36, 37, AND 44, THE FISHER ADDITION TO SOUTH BAY FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20 AT PAGE 93, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, AS FULLY DESCRIBED IN COMPOSITE EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR AN EFFECTIVE DATE

6.h. RESOLUTION NO. 46-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DRAINAGE EASEMENT AGREEMENT BETWEEN WILBERT SIME AND ROSE SIME AND THE CITY OF SOUTH BAY FOR PARCEL 802, A PORTION OF TRACT 16, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14 T.44 S, R.36 E AND PLAT OF THE TOWN OF SOUTH BAY, AS FULLY DESCRIBED IN COMPOSITE EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR AN EFFECTIVE DATE

6.i. RESOLUTION NO. 47-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN EMERGENCY PURCHASE AGREEMENT BETWEEN S&S ASPHALT LLC AND THE CITY OF SOUTH BAY FOR ROADWAY REPAIR IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

6.j. RESOLUTION 48-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS; PROVIDING FOR AN EFFECTIVE DATE

6.k. RESOLUTION NO. 49-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING LEGISLATIVE PRIORITIES FOR THE 2022 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

6.1.

RESOLUTION NO. 50-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPOINTING ISRAEL BAEZ TO THE CAREERSOURCE PALM BEACH COUNTY, INC. BOARD OF DIRECTORS; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9.a. Finance Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

11.a. FDOT/SCOP Funding – NW 1st St

11.b. New Submission for Emergency Shelter \$8M

11.c. Economic Development Update

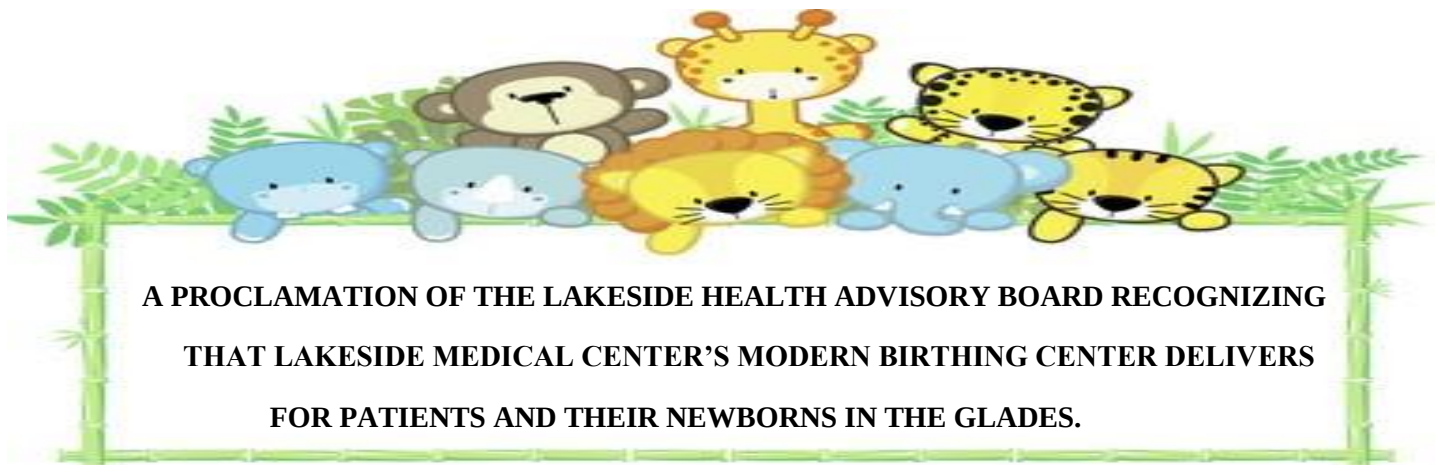
12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

PROCLAMATION



- WHEREAS,** Lakeside Medical Center, a 70-bed, acute care safety net hospital that is owned and operated by the Health Care District of Palm Beach County, served over 23,000 patients in 2020 and is one of the few rural teaching hospitals in Florida, graduating its eighth class of Family Medicine Residents in 2021; and
- WHEREAS,** the physicians, nurses and staff at Lakeside Medical Center are committed to delivering high quality acute care through evidence-based medicine in a caring, safe and technologically-advanced setting; and
- WHEREAS,** in 2021, the Birthing Center at Lakeside Medical Center carries on its 60-year tradition of delivering generations of healthy babies for residents of the Glades communities and providing new mothers with high-quality, compassionate care through labor and delivery; and
- WHEREAS,** through the hospital's partnership with OB/GYN Specialists of the Palm Beaches, board-certified Obstetricians and Gynecologists as well as Anesthesiologists provide care 24-hours a day throughout the year, as do Certified Nursing Assistants and Registered Nurses with over 20 years of experience who are certified in labor/delivery and newborn care; and
- to accommodate a family-oriented birthing experience, the Birthing Center at Lakeside Medical Center offers seven large, private post-partum suites and five large, private labor suites that are adjacent to the hospital's award-winning surgical unit in the event a Caesarian section is needed; and
- WHEREAS,** in-house Board-certified Pediatricians are also available around the clock to attend to any newborn's needs, answer parents' questions and ensure a newborn is ready for discharge and a Certified Lactation Specialist is on-staff to guide new mothers and their babies with breastfeeding; and
- WHEREAS,** following the baby's birth, a new mom and her partner are treated to a fine dining experience to celebrate the special delivery and members of the community invited to schedule a tour of the Birthing Center at Lakeside Medical Center or ask questions by calling 561-829-4950 during business hours; and
- WHEREAS,** in 2020 Lakeside Medical Center received national, gold-level recognition from the Association of perioperative Registered Nurses for ensuring patient and staff safety in the operating room. and in 2018 Lakeside Medical Center was named an "A" rated, top hospital in the nation for patient safety as recognized by Leapfrog's Hospital Safety Grade, and was honored by Florida Blue as a 2018 Blue Distinction® Center for Maternity Care; and
- WHEREAS,** the C. L. Brumback Primary Care Clinics are conveniently co-located at Lakeside Medical Center to serve as the medical home for newborns and their families; and

NOW THEREFORE...on behalf of the City Commission of the City of South Bay, FL., does hereby recognize that Lakeside Medical Center's Birthing Center "delivers."

PROCLAIMED this 21st day of September, 2021

Natalie Malone, City Clerk

Joe Kyles, Mayor

CITY OF SOUTH BAY, FL
CITY BUDGET WORKSHOP

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 07, 2021
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner John Wilson *via telephone*

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Caroline Larris, Code Enforcement Department
Burnadette Norris-Weeks, Esq., City Attorney

(Full recording/discussion available through the City Clerk/City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. Budget FY 2021-2022
 - 3.b Agenda Items
4. **ADJOURNMENT at 6:44pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, SEPTEMBER 07, 2021

7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on September 07, 2021 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner John Wilson *via telephone*

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Caroline Larris, Code Enforcement Department
Burnadette Norris-Weeks, Esq., City Attorney

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*
 - 3a **2021 Backpack Appreciation- Vicky Del Bosquez, HR**
 - 3.b **National Disability Voter Registration Week-*Proclamation***
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission, or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

**5a. Regular City Workshop and City Meeting
Approval of City Minutes – August 17, 2021**

**5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- September 07, 2021**

**Moved By: Vice-Mayor Barnard
Second By: Commissioner Berry**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**6.a. RESOLUTION 37-2021**

**A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA,
ADOPTING THE TENTATIVE MUNICIPAL BUDGET OF THE
CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2021 THROUGH SEPTEMBER 30,
2022; PROVIDING FOR AN EFFECTIVE DATE**

**Moved By: Vice-Mayor Barnard
Second By: Commissioner Wilson**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

6.b. RESOLUTION NO. 38-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AMERICAN RESCUE PLAN ACT OF 2021 AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice-Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

7. ORDINANCE 01-2021- *Second and Final Reading*

7a. AN ORDINANCE AMENDING ARTICLE XIX, APPENDIX A - ZONIN OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "LANDSCAPING REQUIREMENTS", BY CREATING NEW DIVISION 3. ENTITLED "LANDSCAPE IRRIGATION" AND SECTION 19.22 ENTITLED "WATER CONSERVATION FOR LANDSCAPE IRRIGATION", FOR THE PURPOSE OF IMPLEMENTING YEAR-ROUND LANDSCAPE IRRIGATION MEASURES IMPOSED BY PALM BEACH COUNTY ORDINANCE CHAPTER 27 ARTICLE VI.; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSENT
Commissioner Wilson	YES

8. ROSENWALD ELEMENTARY SCHOOL

Mayor Kyles:

8a. Drum Line Uniforms-Thanks Donors

Vice-Mayor Barnard:

8b. SAC meeting: September 08, 2021

8c. Open House: September 15, 2021

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT**11. CITY MANAGER REPORT****12. CITY ATTORNEY REPORT****13. FUTURE AGENDA ITEMS**

Commissioner Berry:

13a. Health Care District- Request-COVID testing site in South Bay

Update provided by City Manager Camel

13b. ARP Committee, Strategic Planning

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14a. Commissioner John Wilson-*unable to capture*

14b. Commissioner Esther Berry

- Thank you for coming out
- Be safe

14c. Vice Mayor Betty Barnard:

- Thanks to everyone and our Team
- Have a good night

14d. Mayor Joe Kyles

Handouts:

- Development of Lake Okeechobee System Operating Manual (LOSOM)
- Career Source
- Thank you and acknowledgements
- Passing of Dr. Barhoush
- Lakeside Medical Birth Wing
- COVID and the vaccine

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 39-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Manager of the City of South Bay ("City") has recommended an annual budget for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City has been certified by the Palm Beach County Property Appraiser to the City of South Bay, Florida as Seventy-Five Million Six Hundred Sixty-Four Thousand Seven Hundred Fifty-Four Dollars (\$75,664,754.00); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") held a public hearing on September 7, 2021, allowing for public comments on the budget and the proposed millage rate for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022; and

WHEREAS, after the public hearing on September 7, 2021, the City Commission adopted Resolution 37-2021, thereby tentatively adopting a millage rate for Fiscal Year 2021-2022; and

WHEREAS, a second public hearing was held on September 21, 2021, allowing for public comment on the budget and the final millage rate for Fiscal Year 2021-2022; and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the millage rate and the rolled-back rate for Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Final Millage Rate. The City Commission of the City of South Bay hereby adopts a final millage rate of 6.3089 mills for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022, which is \$6.3089 per \$1,000.00 of taxable property value within the City of South Bay.

Section 3. Computation of Rolled-Back Rate. The rolled-back rate for the City of South Bay for the Fiscal Year commencing October 1, 2021, through September 30, 2022, shall be and is hereby fixed at the rate of 6.0580 mills. The percentage increase in the millage rate over the rolled-back rate is 4.14%.

Section 4. Instructions to the City Manager. The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Constitutional Tax Collector’s Office.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2021	County : PALM BEACH
Principal Authority : South Bay	Taxing Authority : South Bay

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	64,330,520	(1)
2.	Current year taxable value of personal property for operating purposes	\$	9,232,299	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	2,101,935	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	75,664,754	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	-56,971	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	75,721,725	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	72,710,749	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES	☒ NO	Number 0 (9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 6/24/2021 2:20 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	6.3089	per \$1,000	(10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	458,725	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	458,725	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	75,721,725	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	6.0580	per \$1000	(16)
17.	Current year proposed operating millage rate	6.3089	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	477,361	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT		
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	458,725	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	6.0580	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	458,377	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	477,361	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	6.3089	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		4.14 %	(27)
First public budget hearing		Date :	Time :	Place :
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Leondrae Camel, CITY MANAGER		Massih Saadatmand, FINANCE DIRECTOR	
	Mailing Address :		Physical Address :	
	335 SW SECOND AVE		335 SOUTHWEST SECOND AVENUE	
City, State, Zip :		Phone Number :	Fax Number :	
SOUTH BAY, FLORIDA 33493		5619966751	5619967950	

Instructions on page 3

RESOLUTION 40-2021

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the adoption and implementation of a final fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the City of South Bay, Florida is essential; and

WHEREAS, the City of South Bay ("City"), on September 21, 2021, held a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, the City set forth the appropriations and revenue estimate for the Budget for fiscal year 2021-2022 in the amount of Eight Million Twenty-Two Thousand and Five Hundred Eighty-Three Dollars (\$8,022,583.00); and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the budget for fiscal year 2021-2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

Section 1. **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. **Adoption of Final Budget.** The City Commission of the City South Bay, Florida, hereby adopts the following tentative fund budgets for the fiscal year, commencing October 1, 2021 through September 30, 2022, as part of the adoption of the Final Budget for the City and states:

1. The City Commission finds and determines that sums set forth in the following tentative fund budgets are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of South Bay, and are necessary for it to properly function as a City.

- (a) There is hereby appropriated from General Fund of the City of South Bay for the above-described fiscal year, total sum of Two Million Two Hundred Eighty Thousand Eight Hundred Forty-One Dollars (\$2,280,841.00) to provide for the budget of General Fund.
- (b) There is hereby appropriated from various Capital Projects Grants and Sales Tax Revenues for the above-described fiscal year the total sum of Four Million, Nine Hundred Fifteen Thousand Seven Hundred Forty-Two Dollars (\$4,915,742.00) to provide for the Budget of the Capital Project Fund.
- (c) There is hereby appropriated from Water and Sewer Fund of the City of South Bay for the above-described fiscal year, total sum of One Hundred Fifty-Three Thousand Three Hundred Dollars (\$153,300.00) to provide for the Budget of the Water and Sewer Fund.
- (d) There is hereby appropriated from Sanitation Fund of the City of South Bay for the above-described fiscal year, total sum of Six Hundred Seventy-Two Thousand Seven Hundred Dollars (\$672,700.00) to provide for the Budget of the Sanitation Fund.

Section 1. Time Period. This resolution providing for fiscal year 2021-2022 as set forth above is adopted to cover said period of time only.

Section 1. Effective Date. This resolution shall take effect immediately upon its adoption

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

BUDGET SUMMARY
City of South Bay
Fiscal Year 2021-2022

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF SOUTH BAY
ARE 55.9% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

ESTIMATED REVENUES:	GENERAL					TOTAL
	FUND		CAPITAL PROJECTS		ENTERPRISE FUNDS	
Taxes:						
Ad Valorem Taxes	Millage Per 1,000					
Sales & Use Taxes	6.3089	\$ 453,493	\$ -	\$ -	\$ -	\$ 453,493
Franchise Fees		724,792	266,673	-	-	991,465
Licenses & Permits		226,250	-	-	-	226,250
State & Local Grants		93,250	-	-	-	93,250
Intergovernmental Revenues		85,936	4,648,069	-	-	4,734,005
Charges for Services		504,270	-	-	-	504,270
Fines & Forfeitures		54,296	-	-	668,750	723,046
Miscellaneous Revenues		2,000	-	-	-	2,000
		45,453	1,000	-	157,250	203,703
TOTAL REVENUES		2,189,740	4,915,742		826,000	7,931,482
Transfers in		91,101	-	-	-	91,101
TOTAL REVENUES & TRANSFERS IN		\$ 2,280,841	\$ 4,915,742		\$ 826,000	\$ 8,022,583
EXPENDITURES						
General Government		\$ 1,369,638	\$ -	\$ -	\$ -	\$ 1,369,638
Public Safety		230,890	-	-	-	230,890
Physical Environment		-	502,322	-	507,250	1,009,572
Highway and Street		507,559	2,165,747	-	-	2,673,306
Community Development		146,385	2,080,000	-	-	2,226,385
Other Financing Uses		-	-	-	1,000	1,000
Debt Services		26,369	-	-	-	26,369
TOTAL EXPENDITURES		2,280,841	4,748,069		508,250	7,537,160
Transfers Out		-	-	-	91,101	91,101
Fund Balances/Reserves/Net Assets		-	167,673	-	226,649	394,322
TOTAL APPROPRIATED EXPENDITURES,						
TRANSFER OUT, RESERVES AND FUND		\$ 2,280,841	\$ 4,915,742	\$ 826,000	\$	\$ 8,022,583
BALANCES						

The tentative, adopted and / or final budgets are on file in the office of the above referenced taxing authority as a public record.

RESOLUTION NO. 41-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING A PLAN FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS OF 2021 AND TO AUTHORIZE BUDGET ALLOCATIONS IN THE FISCAL YEAR 2021/2022 ADOPTED BUDGET; PROVIDING AN EFFECTIVE DATE

WHEREAS, an ARPA Agreement was entered into between the State of Florida, Division of Emergency Management (the "Division") and City of South Bay (the "Non-Entitlement Unit" or "Recipient") on September 7, 2021; and

WHEREAS, The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation. The total Fiscal Recovery Funds allocation for Recipient under this ARPA Agreement is Two Million Six Hundred Four Thousand Four Hundred and Thirty-Nine Dollars (\$2,604,439.00) received in two (2) tranches; and

WHEREAS, the funds will be utilized in several categories as follows: (1) Reimbursement for Covid Related Revenue Shortfall; (2) Recurring Non-profit partners; (3) Households, Small Businesses and; (4) Premium Pay; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to execute the American Rescue Plan Act of 2021 Fund Allocation, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



**AMERICAN RESCUE PLAN ACT
PROPOSED ALLOCATION**

September 21, 2021

**MAYOR
JOE KYLES**

**VICE MAYOR
BETTY BARNARD**

**CITY COMMISSION
ESTHER BERRY
TARANZA McKELVIN
JOHN WILSON**

**ADMINISTRATION
LEONDRAE D. CAMEL, CITY MANAGER
BURNADETTE NORRIS-WEEKS, CITY ATTORNEY
NATALIE MALONE, CITY CLERK**

RESOLUTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING A PLAN FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS OF 2021 AND TO AUTHORIZE BUDGET ALLOCATIONS IN THE FISCAL YEAR 2021/2022 ADOPTED BUDGET; PROVIDING AN EFFECTIVE DATE: AND FOR OTHER PURPOSES.

STAFF RECOMMENDED MOTION:
APPROVE RESOLUTION

BACKGROUND:

At the month, day, year Mayor/Commission meeting, heard a presentation from the City Manager on the American Rescue Plan Act or ARPA. Under the ARPA, the city was allocated \$2,604,439.00. The funds will be received in two (2) tranches. At the time of the meeting/discussions, it was recommended to utilize the funds in several categories: (1) Reimbursement for Covid Related Revenue Shortfall (2) Recurring Non-profit partners (3) Households and Small Businesses. Meetings/discussions has now completed the final analysis of the ARPA funds and is recommending the \$2,604,439.00 to be used as follows:

I. REIMBURSEMENT FOR COVID RELATED REVENUE SHORTFALL

It is proposed that \$1,954,960 of the ARPA funds will be allocated for reimbursement of lost revenue the City incurred due to the adverse impact of the COVID-19 Pandemic. If approved, the funds will be included in the Tentative FY22 budget.

II. RECURRING NON-PROFIT PARTNERS

It is proposed that \$90,000 of the ARPA funds will be allocated for costs associated with Non-profit partners and services needed for the proper oversight, management and reporting of ARPA funds. If approved, the funds will also be included in the Tentative FY22 budget.

III. HOUSEHOLDS AND SMALL BUSINESSES

It is proposed that \$559,479 of the ARPA Funds be allocated for costs associated with programs for Households and Small businesses for assistance payments and support. If approved, the funds will also be included in the Tentative FY22 budget.

IV. PREMIUM PAY

It is proposed that ARPA funds be allocated for Citywide Premium Pay. It is further recommended that the category below Premium Pay dollar amounts be approved based on employees' level of potential exposure and interaction with the general public in the performance of their job functions in-person at a city facility or in the field under this category.

Employee must have been employed by the city on or before October 1, 2020.

Employee must have routinely worked the majority of the time during the city pandemic Emergency period (March 17, 2020 – July 29, 2021) in person at a city facility or in the field.

Category 1: Union and Non-Union Employees who routinely worked within City facilities and/or had some degree of potential exposure and interaction with the public in the field or at City facilities as well as items touched by public. Amount of Premium Pay: \$2,000

Commission will be provided with an initial list of estimated job classifications. As the list of specific eligible employees for the Premium Pay is finalized, the total number of employees, job classification and the employees' designated category is subject to change. There may also be some unused funds from other programs. Should there be any unused funds, those funds will be allocated to the reimbursement of lost revenue to make the City whole. Those amounts will be reported back to the Commission.

If approved, the COVID-19 Premium Pay shall be non-precedent setting and paid as a non-pensionable, one (1) time lump sum payment in month, day, year pay check including the vaccine incentive payment of five hundred dollars (\$500) if proof of vaccination is provided to Human Resources October 31, 2021.

AMERICAN RECOVERY ACT ALLOCATION					
	Category	Selected	Year 1	Proposed Year 2	Amount Available
Estimated Reimbursement for COVID Related Revenue Shortfall					
Potential Uses of Those funds:					
Restore Reserves					
Traffic Enhancements			\$10,000.00	\$25,000.00	
Neighborhood Traffic Calming			\$10,000.00	\$10,000.00	
City Hall Building Generator A/C			\$150,000.00	\$150,000.00	
Healthy Environments			\$60,000.00	\$100,000.00	
Administrative Expenses			\$90,000.00	\$90,000.00	
Cybersecurity Enhancements			\$22,480.00	\$22,480.00	
Public Works Facility			\$45,000.00	\$30,000.00	
Vision and City Character Design and survey			\$30,000.00	\$30,000.00	
Sustainability Program-vehicles, equipment			\$300,000.00	\$260,000.00	
Storm Water Drains			\$200,000.00	\$300,000.00	
Mosquito Services			\$10,000.00	\$10,000.00	
Category Remaining Balance					
Funding that can only be spent on eligible categories					
Recurring Non-profit partners					
South Bay Library Art and Furnishings					
All other non-profits			\$50,000.00	\$40,000.00	
Households and Small Businesses:					
Utility Payment Assistance Program			\$25,000.00	\$25,000.00	
Business Façade Program			\$50,000.00	\$30,000.00	
Business Recruitment Program			\$28,717.00	\$30,000.00	
Humanitarian Support			\$50,000.00	\$50,000.00	
Loss Revenue			\$171,022.50	\$99,739.50	
TOTAL			\$1,302,219.50	\$ 1,302,219.50	\$2,604,439.00
Total Available Funding American Rescue Plan					
					\$2,604,439.00
Unallocated Funds					

RESOLUTION NO. 42-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO OPEN BANK ACCOUNT(S) FOR PUBLIC DEPOSITS AT BANK OF BELLE GLADE; AUTHORIZING SPECIFIC PERSONS TO BE SIGNATORIES ON THE ACCOUNT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida desires to open bank account(s) to deposit its monies at Bank of Belle Glade, a qualified public depository; and

WHEREAS, these bank account(s) will be used for America Rescue Plan Act funds; and

WHEREAS, opening bank account(s) with Bank of Belle Glade requires authorization by the City Commission of the City of South Bay, Florida.

NOW, THEREFORE, BE IT RESOLVED THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization to Open Bank Account(s). The City Commission hereby authorizes the Finance Director and Mayor to open bank account(s) to deposit monies at the Bank of Belle Glade, a qualified public depository.

Section 3. Designation of Mayor and Finance Director. The City Commission designates the Mayor and the Finance Director of the City of South Bay as authorized signatories on behalf of the City of South Bay at Bank of Belle Glade.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

RESOLUTION NO. 43-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM C.A.P. ENGINEERING, INC. D/B/A CAP ENGINEERING, PERTAINING TO NW 10th AVENUE REHABILITATION PROJECT AS A CONTINUING AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into an agreement with a qualified vendor for Professional Engineering Services for the Florida Department of Transportation NW 10th Avenue Rehabilitation Project (FM 448101-1-54-01); and

WHEREAS, the City accepts the Professional Engineering Services work order proposal from C.A.P. Engineering, Inc. d/b/a CAP Engineering in the amount of One Hundred Nineteen Thousand One Hundred Twenty-Five Dollars (\$119,125.00) under its continuing agreement with the City; and

WHEREAS, the work order proposal from C.A.P. Engineering, Inc. includes, but is not limited to, the following tasks: signed and sealed drawings for NW 10th Avenue; managing sub-consultants and their activities and verifying deliverables including survey, utility coordination, geotechnical, title search, landscaping; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has vested authority in the City Manager to execute the work order proposal from C.A.P. Engineering, Inc. attached hereto as Exhibit "A" as a continuing agreement; and

WHEREAS, the City Commission believes execution of said work order is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached work order proposal from C.A.P. Engineering, Inc. for Professional Engineering Services for NW 10th Avenue Rehabilitation Project, as more specifically set forth in Exhibit "A" and further

authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution, including entering into an agreement consistent with the work order to accomplish the objectives contemplated herein.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

September 8, 2021

Mr. Leondrae D. Camel
City Manager
City of South Bay
335 SW 2nd Ave.
South Bay, Florida 33493

Re: Proposal for Professional Engineering Services for N.W. 10th Avenue from NW 2nd Street to MLK Boulevard; FDOT SCOP Agreement, G-1Z44, FM# 448101-1-54-01.

Dear Mr. Camel:

We appreciate the opportunity extended to C.A.P. Engineering, Inc. (CAP) by requesting the submittal of this proposal for professional civil engineering services for the referenced project. The following Scope of Services is based on the information received from your office and is hereby submitted for your review and approval.

Scope of Services

Task 1 - Provide signed and sealed roadway drawings for N.W. 10th Avenue from NW 2nd Street to MLK Boulevard. Includes sub-consultant work from surveyor for site survey and geotechnical engineering consultant for soils investigation.

Task 2 - Provide signed and sealed signing and pavement marking plans for the limits described in Task 1

Task 3 - Provide signed and sealed plans and technical specifications.

Task 4 - Prepare bidding package including Instructions to Bidders and Bid Forms.

Lump Sum Fee.....\$ 119,125.00

Deliverables: Signed & Sealed Plans (Roadway, Signing & Pavement Marking, MOT, SWPP), Specifications Package, and Bidding Package.

This proposal does not include permitting services and fees, construction observation and inspection services. In addition, any governmental application fees will be the sole responsibility of the Owner.

During a recent road project design just completed for SW 10th Avenue, located directly south of NW 10th Avenue, Palm Beach County Water Utilities Department (PBCWUD) had approached City of South Bay to incorporate their water and sewer replacement project with the road project under the existing Joint Participation Agreement (JPA). The JPA for this project is ongoing.

September 8, 2021

Mr. Leondrae D. Camel

Re: **Proposal for Professional Engineering Services for N.W. 10th Avenue from NW 2nd Street to MLK Boulevard; FDOT SCOP Agreement, G-1Z44, FM# 448101-1-54-01.**

Page 2 of 2

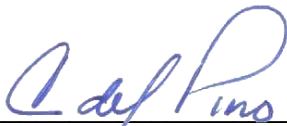
PBCWUD have indicated that they might also do water and sewer replacement with NW 10th Avenue's road project under the same JPA. This possible engineering design coordination effort by CAP is not included in this scope, however upon request, CAP will provide these services and will bill this effort separately for coordination and design effort with PBCWUD's water and sewer design on hourly rates currently established for the City Engineer service.

The bid package is planned to be delivered within 9 months from notice to proceed. In the event PBCWUD decides to participate by including their water & sewer replacement, please add another 3 more months to the 9 months deliverable date.

Invoices will be sent monthly based on the percentage of completion. Project is under State funded agreement executed on August 20, 2021, with the Florida Department of Transportation's **Small County Outreach Program (SCOP) Agreement, G-1Z44, FM# 448101-1-54-01.**

Should you find this proposal acceptable and wish to direct us to proceed with the work, please execute in the space provided and return it to me. This will serve as our Notice to Proceed and upon receipt, we will begin working on the Scope of Services described herein. If you have any questions, or wish to discuss the proposal further, please contact Mr. Mohan Thampi, PE at 305.707.5050 at your earliest convenience, or me at 954.931.2601.

Very Truly Yours,
C.A.P. Engineering



Carlos A. del Pino, PE
Project Director

Accepted by:
City of South Bay

Leondrae D. Camel
City Manager

Date Accepted

RESOLUTION NO. 44-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED WORK ORDER PROPOSAL FROM CARDNO, INC., PERTAINING TO TANNER PARK SHELTER/COMMUNITY CENTER PROJECT AS A CONTINUING AGREEMENT AND IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into an agreement with a qualified vendor for Professional Engineering Services for the United States Department of Agriculture (USDA); and

WHEREAS, the City accepts the Professional Engineering Services work order proposal from Cardno, Inc. in the amount of Five Thousand Dollars (\$5,000.00) under a continuing agreement as determined by the City Manager; and

WHEREAS, the work order proposal from Cardno, Inc. includes, but is not limited to the following tasks: Updated survey coordination, Stormwater management plan, Site prep/cut and fill and updated environmental assessment.; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has vested authority in the City Manager to execute the work order proposal from Cardno, Inc. attached hereto as Exhibit "A" as a part of a continuing agreement and in an amount not to exceed Five Thousand Dollars (\$5,000.00); and

WHEREAS, the City Commission believes execution of said work order is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the attached work order proposal from Cardno, Inc. for Professional Engineering Services for Tanner Park Shelter/Community Center Project, as more specifically set forth in Exhibit "A" and

further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

August 9, 2021

Leondrae D. Camel
City Manager City of South Bay
335 SW 2nd Ave
South Bay, FL 33493

Cardno

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA

RE: **City of South Bay Tanner Park Shelter/Community Center
USDA Technical Assistance Grant Continued Services Proposal**

Phone: +1 727 531 3505
Fax: +1 727 539 1294

www.cardno.com

Dear Mr. Camel:

Pursuant to our discussion and findings requiring continued Technical Assistance, Cardno is pleased to provide this proposal for continued environmental and civil technical assistance services for the Tanner Park Shelter/Community Center Project Site. The site is located at 105 Palm Beach Road, South Bay, Florida. For purposes of this proposal, we have divided the proposal into four (4) tasks: Updated survey coordination, Stormwater management plan, Site prep/cut and fill and Updated environmental assessment. To accomplish each of these tasks, we have prepared the attached scope of work for your review.

We appreciate your consideration of our firm for this continued work and look forward to continuing our relationship with the City of South Bay. Should this proposal meet with your approval, please sign and return.

Sincerely,



Bryan L. Zarlenga, PE
Senior Principal – Land Development
For Cardno
Direct Line 727 431-1547



Miles Ballogg
Director
For Cardno

BLZ

**SCOPE OF SERVICES
CITY OF SOUTH BAY SHELTER/COMMUNITY CENTER
USDA Technical Assistance Grant Continued Services Proposal
CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA**

PROJECT DESCRIPTION

Cardno (hereinafter referred to as the “CONSULTANT”) understands that the City of South (hereinafter referred to as the “CLIENT”) wishes to complete the technical design services to develop the +/- 2.2 acre existing Community Center Site at 105 Palm Beach Road as a new Shelter/Community Center , with surface parking and infrastructure. The Scope will include the additional environmental testing, assessment and corrective action report, the SUE for utility identification, updated cut and fill and stormwater design to meet the recommended environmental corrective action and project administration and financing plan.

Task 1 – Updated survey coordination

The CONSULTANT will coordinate the scope of services needs within the project design element limits with a local SUE/Survey subcontractor who will provide the necessary additional technical information required for subsurface utility locations & designations, to provide utility conflict avoidance by mapping existing underground utilities where additional cut and fill operations are required for environmental clean-up. In addition, the CONSULTANT will review the work product provided and coordinate various SUE/Survey tasks needed for based on final updated cut and fill plans, stormwater design and utility installation and various easement vacations and ROW use permits required for final permits.

Task 2 – Updated Stormwater Design

The CONSULTANT will provide the required documents for stormwater permitting required due to unforeseen ROW use permit and easement vacation, and submit the updated documents to SFWMD Environmental Resource Permit Application for Storm Water, Water Quality Treatment and Quantity Attenuation permitting in accordance with the District rules required due to environmental recommendations for site clean-up and cut and fill.

Task 3 – Updated Cut and Fill Documents

The CONSULTANT shall coordinate with the Environmental Team to prepare detailed updates to cut and fill plans and quantities based on recommendations environmental site clean-up and cut and fill calculations. Any SUE information gathered in Task 2 (A) will be provided in a table and updated on the construction drawings. An update to the opinion of probable cost shall be made based on the updated plans based on cut and fill calculations.

Task 4 – Updated Environmental Report and documentation - A updated report will be prepared to document the delineation of additional findings completed under this task and continued coordination with civil engineering for final stormwater and cut and fill document submittals.

Grant management support

Cardno will continue support the preparation and submission of the required USDA grant reports and attachments in coordination with the City of South Bay. Three quarterly reports have been completed and submitted and subsequent reports are due Quarterly and include the Final Report for Grant Closeout (not to exceed 8 Quarters). The Final Report will constitute last Quarterly report. The City will be responsible for financial oversight and reporting.

MISCELLANEOUS

Services Not Included

The following is a list of supplemental services that are not included under this proposal. These services shall be charged in accordance with the hourly rates established in the CONSULTANT's Professional Services Fee Schedule (see attached). The CONSULTANT shall only conduct such services upon authorization by the CLIENT.

1. The CONSULTANT shall not be responsible for attendance at meetings other than those specifically listed within this proposal. The CONSULTANT shall not be responsible for attendance at legal meetings, hearings, variances, attorney conferences or construction claims conferences.
2. The CONSULTANT shall not be responsible for the plans review fee charged by governmental agencies, costs of permits, impact fees, and consultant fees for outside consultants such as attorney's, Arborists, Ecological Engineers, Surveyors, Geotechnical Engineers, Architects, Structural, Mechanical, Plumbing, Lighting & Electrical Engineers, etc. Expenses for travel, mileage, printing of plans for governmental agency permitting or general contractor's use, and any related courier or delivery expenses will be billed as reimbursable expenses as actual costs to the Client.
3. Rezoning, Land-Use, Variances and Planning Services are not included under this proposal. However, should these services be required, a separate scope and fee will be provided.
4. FEMA flood plain analysis, mitigation and wetland impacts are not anticipated, and therefore have not been included in this proposal. However, should this service be required, a separate scope and fee can be provided.
5. Traffic Signalization Design, Offsite roadway improvements, Offsite Drainage, and Offsite Utility relocations are not included under this proposal. However, should these services be required, a separate scope and fee will be provided.
6. The CLIENT to provide all Topographic/Tree and Boundary Surveys; all additional surveying, tie-in surveys, construction stakeout, survey easements and any Preliminary/Final Plats are not included in this proposal. However, should these services be required, a separate scope and fee will be provided.
7. Additional Meetings beyond those listed above, requested by the CLIENT during design or construction would be considered additional services. However, upon authorization by the

CLIENT/OWNER, the CONSULTANT can provide such services in accordance with our attached Hourly Service Fee Schedule.

8. Bid Phase Services are not included within this proposal. However, upon authorization by the CLIENT, the CONSULTANT can provide such services in accordance with our attached Hourly Service Fee Schedule.
9. Means and Methods of construction, job safety, coordination and scheduling of construction work to be performed by the Contractor and/or subcontractor(s) is not included.
10. Acts or omissions of the Contractor, any subcontractor(s), or any contractor or subcontractor(s) agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project.

COMPENSATION AND FEE SCHEDULE

The CONSULTANT's proposes to perform continued additional environmental, civil and sub-consultant services on a lump sum basis plus reimbursement for expenses. Time of Performance for services shall commence upon execution of this Contract and be completed according to the approved Grant schedule.

Project Timeline	
Activity	Expected Months of Completion
Updated environmental assessments and corrective action plan (if necessary)	Months 10-18
Updated SUE/survey	Months 10-18
Updated Stormwater management plan/ facility design	Months 10-18
Updated Site preparation and cut/fill design	Months 10-18
Project administration	Throughout until Month 24 closeout

FEE SCHEDULE

Task 1	Updated SUE/Survey coordination	\$ 1,500
Task 2	Updated Stormwater plan	\$ 500
Task 3	Updated Site prep/cut and fill	\$ 1,350
Task 4	Updated Environmental report	\$ 1,650
TOTAL LUMP SUM		\$ 5,000

This proposal is based on our current rate schedule, a copy of which is attached. These rates will remain effective until December 31st, 2021 after which they may be adjusted upward based on normal increases within the Cardno Organization. If agreeable, your signature below will serve as our authorization to proceed.

Leondrae Camel
City Manager City of South Bay



2020 Rate Schedule

CLASSIFICATION	RATE
PRINCIPAL	\$290
PROJECT DIRECTOR	\$240
SENIOR - ENGINEER/ HYDROGEOLOGIST/ECOLOGIST/ARCHITECT	\$175
PROJECT MANAGER	\$160
SENIOR PLANNER	\$155
LANDSCAPE ARCHITECT	\$130
DEMOGRAPHER/ECONOMIST	\$170
SENIOR GIS SPECIALIST	\$145
PROJECT ENGINEER / ENGINEER INTERN	\$122
BROWNFIELDS MANAGER	\$145
DESIGNER	\$112
PLANNER	\$112
SENIOR ENVIRONMENTAL TECHNICIAN	\$110
ENVIRONMENTAL SCIENTIST/GEOLOGIST	\$85
FIELD TECHNICIAN	\$82
CLERICAL	\$80

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2020

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce

RESOLUTION NO. 45-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DRAINAGE EASEMENT AGREEMENT BETWEEN GERALDINE SMITH RUSSELL AND THE CITY OF SOUTH BAY FOR PARCEL 801, A PORTION OF LOTS 36, 37, AND 44, THE FISHER ADDITION TO SOUTH BAY FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20 AT PAGE 93, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, AS FULLY DESCRIBED IN COMPOSITE EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Geraldine Smith Russell ("Grantor") is the fee simple owner of certain real property, referred to as Parcel 801, a portion of Lots 36, 37, and 44, the Fisher addition to South Bay Florida, according to the Plat thereof as recorded in Plat Book 20 at page 93, of the public records of Palm Beach County, Florida, lying in Section 14, Township 44 South, Range 36 East, containing 2,617 square feet, more or less (Folio Number 58-36-44-14-04-000-0360) as fully described in Composite Exhibit "A" attached (the "Property"); and

WHEREAS, the City of South Bay ("Grantee" or the "City") desires to have a perpetual non-exclusive easement for the purpose of constructing and maintaining a drainage structure and pipe upon and through the Property, together with the right of access, ingress and egress, along with any other incidences necessary or convenient in connection therewith; and

WHEREAS, Grantor desires to grant such easement to Grantee pursuant to the Drainage Easement Agreement for Parcel 801 attached in Composite Exhibit "A" hereto and incorporated by reference herein; and

WHEREAS, the City Commission for the City of South Bay ("City Commission") desires to enter into the Drainage Easement Agreement with Grantor granting the easement upon and through the Property to Grantee pursuant to the terms thereof; and

WHEREAS, the City Commission finds that authorizing the Mayor to execute the Drainage Easement Agreement for City to receive a perpetual easement upon and through the Property described in Composite Exhibit "A" is in the best interest of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor. The City Commission of the City of South Bay hereby authorizes the Mayor to execute the Drainage Easement Agreement between Geraldine Smith Russell and the City of South Bay, attached in Composite Exhibit “A.” The City Manager is also authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

DRAINAGE EASEMENT AGREEMENT – PARCEL 801

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between “Geraldine Smith Russell”, (hereinafter referred to as “Grantor”), and the City of South Bay, Florida, a municipal corporation (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as Folio No.58-36-44-14-04-000-0360 filed with Palm Beach County on _____.

WHEREAS, Grantee seeks a permanent easement and right-of-way through and within Folio No.58-36-44-14-04-000-0360, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating stormwater management facilities and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such stormwater management facilities for widths of 15 feet within the line described on Exhibit A attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement and right-of-way through and within Grantor property, and as depicted on Exhibit A, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating stormwater management facilities and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such stormwater management facilities.

The permanent perpetual easement and right-of-way is hereby given and granted for the sole purpose of conducting, maintaining, repairing and operating stormwater management facilities.

EXHIBIT 'A'

**A PERMANENT PERPETUAL DRAINAGE EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF A STORMWATER
MANAGEMENT SYSTEM OF PIPELINES, CATCH BASINS, AND
MANHOLE STRUCTURES IN PARCEL 801**

(insert Parcel 801 legal description and location sketch)

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and re-cross and to use the said easement premises in a manner consistent with the existing nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the stormwater management facilities and/or allied facilities located on the property described above, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Recitals.

The recitals set forth above are hereby incorporated by this reference.

6. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

7. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or

to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

9. Recording.

Grantee shall, at its expense, record this Drainage Easement Agreement in the records of Palm Beach County, FL, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this ____ day of _____, 2021.

GRANTOR:

BY _____

BY _____

ATTEST:

BY _____

GRANTEE:

City of South Bay

BY _____
Joe Kyles, Mayor

ATTEST:

BY _____
City Clerk

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

ON THIS _ day of _ _ _ _ , in the year 2019, before me ,
— —

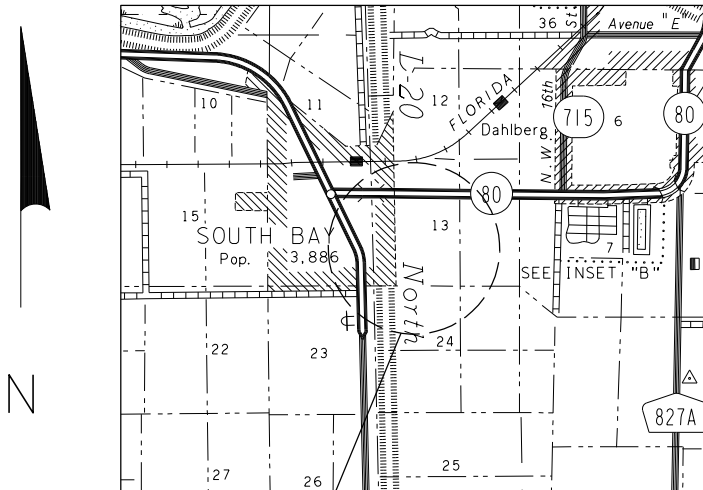
— — — — — , a notary public in and for said state,
personally appeared Joe Kyles, known or identified to me to be the Mayor
of the City of South Bay, the municipal corporation that executed the
within instrument on behalf of said municipal corporation , and
acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Notary Public in and for Florida
Residing at: _____
Commission Expires: _____

EXHIBIT "A"

SEC. 14 TWP. 44 S, RGE. 36 E



PARCEL VICINITY

LOCATION MAP
NOT TO SCALE

LEGEND:

- & = AND
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- NO. = NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- ℙ = PROPERTY LINE
- RGE. = RANGE
- SEC. = SECTION
- S.F. = SQUARE FEET
- TWP. = TOWNSHIP

SURVEYOR'S NOTES

- 1) BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 (ADJUSTMENT OF 1990) A BEARING OF N 23°07'16" W HAS BEEN ESTABLISHED BETWEEN MONUMENTS BLC113 STAMPED "SR25-93-18 C113" AND BLC114 STAMPED "SR25-93-18 C114" AS SHOWN ON PROJECT NETWORK CONTROL SHEET FOR STATE PROJECT 441631-1-52-01 AS ON FILE AT DISTRICT IV SURVEYING AND MAPPING IN FORT LAUDERDALE, FLORIDA.

POINT	NORTHING	EASTING	DESCRIPTION
BLC113	847,351.911	748,753.726	SET ALUMINUM DISK IN CONCRETE
BLC114	850,278.656	747,504.081	SET ALUMINUM DISK IN CONCRETE
- 2) THE SECTIONAL AND R/W DATABASE INFORMATION AS SHOWN HEREON WAS PROVIDED BY THE FDOT DEPARTMENT.
- 3) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE SPECIFIED.

PARCEL 801

TITLE REPORT NO. 30916-1
 OWNER = GERALDINE SMITH RUSSELL
 PARCEL 801 EASEMENT AREA = 2,617 SQUARE FEET
 PARENT TRACT AREA = 0.533 ACRES

VAULT: \RWMAPPING\PARCEL SKETCH\RWPS 801.dgn

THIS IS NOT A BOUNDARY SURVEY

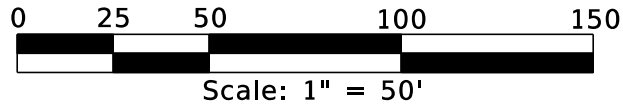
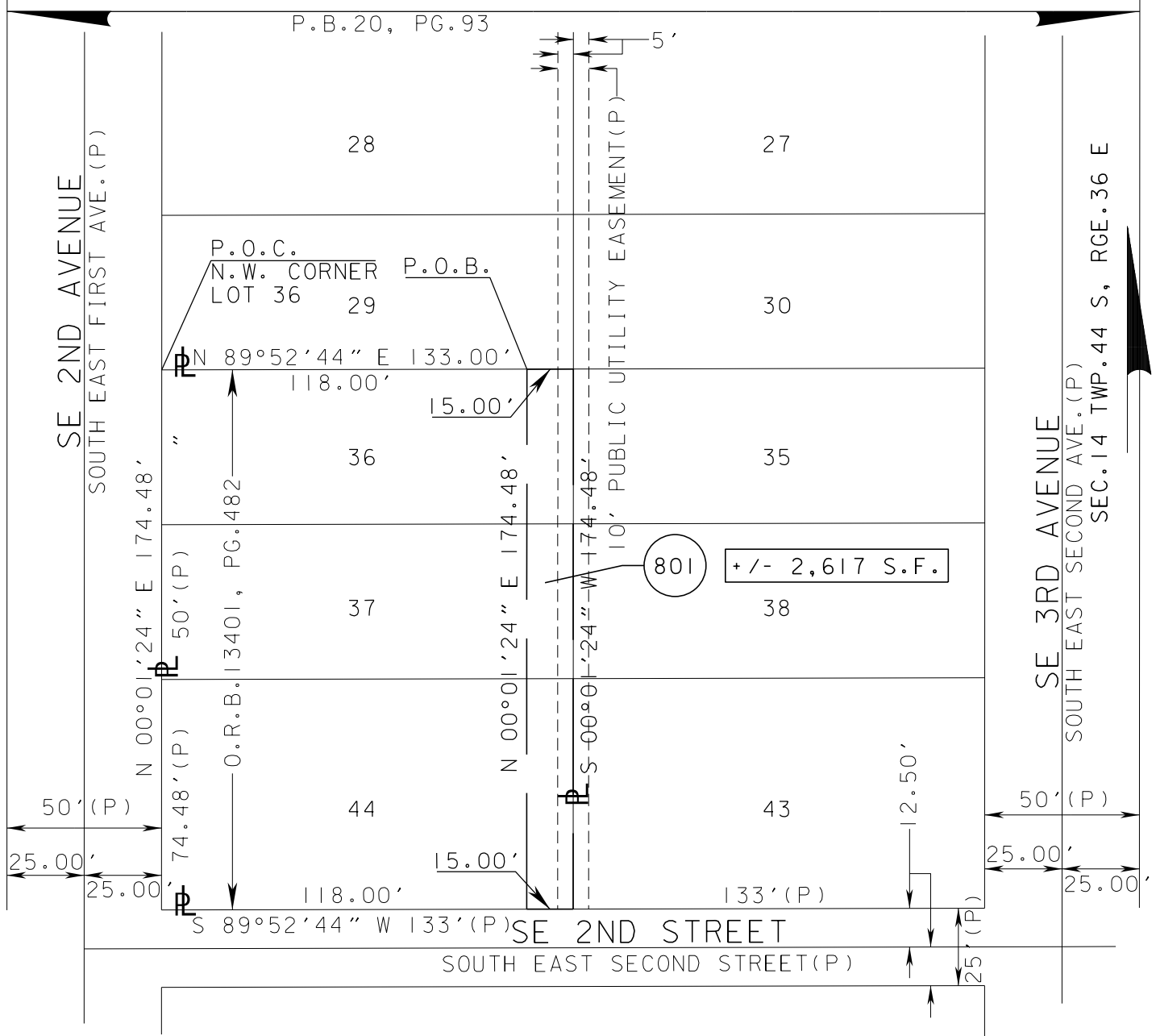
CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE
 DRAINAGE EASEMENT

PALM BEACH COUNTY

			BY	DATE	PREPARED BY:	DATA SOURCE:
			DRAWN	MOSCISKI	08/13/21	MANUEL G. VERA & ASSOCIATES, INC.
			CHECKED	TRUONG	08/13/21	ITEM/SEGMENT N/A SECTION
REVISION	BY	DATE				
						SHEET 1 OF 3

EXHIBIT "A"

THE FISHER ADDITION TO SOUTH BAY FLORIDA



VAULT: \RWMAPPING\PARCEL SKETCH\RWPS 801.dgn

THIS IS NOT A BOUNDARY SURVEY

CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE
DRAINAGE EASEMENT

PALM BEACH COUNTY

			BY	DATE	PREPARED BY:		DATA SOURCE:	
			DRAWN	MOSCISKI	08/13/21	MANUEL G. VERA & ASSOCIATES, INC.		
REVISION	BY	DATE	CHECKED	TRUONG	08/13/21	ITEM/SEGMENT	N/A	SECTION
								SHEET 2 OF 3

EXHIBIT "A"

PARCEL 801 - PERPETUAL EASEMENT

A PORTION OF LOTS 36, 37, AND 44, THE FISHER ADDITION TO SOUTH BAY FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20 AT PAGE 93, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT SAID 36; THENCE NORTH 89°52'44" EAST ALONG THE NORTH LINE OF SAID LOT 36, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°52'44" EAST ALONG SAID NORTH LINE OF LOT 36, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 00°01'24" WEST ALONG THE EAST LINE OF SAID LOTS 36, 37 AND 44, A DISTANCE OF 174.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 44; THENCE SOUTH 89°52'44" WEST ALONG THE SOUTH LINE OF SAID LOT 44, SAME BEING THE NORTH EXISTING RIGHT OF WAY LINE OF SE 2ND STREET, A DISTANCE 15.00 FEET; THENCE NORTH 00°01'24" EAST, A DISTANCE OF 174.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,617 SQUARE FEET, MORE OR LESS.

A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A DRAINAGE STRUCTURE AND PIPE UPON AND THROUGH THE ABOVE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, ALONG WITH ANY OTHER INCIDENCES NECESSARY OR CONVENIENT IN CONNECTION THEREWITH.

I HEREBY CERTIFY THAT SAID SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

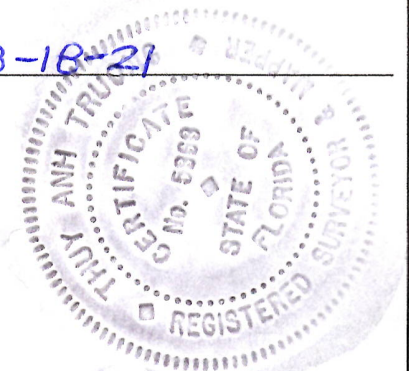
THUY A. TRUONG, P.S.M.

Thuy A. Truong

DATE

08-18-21

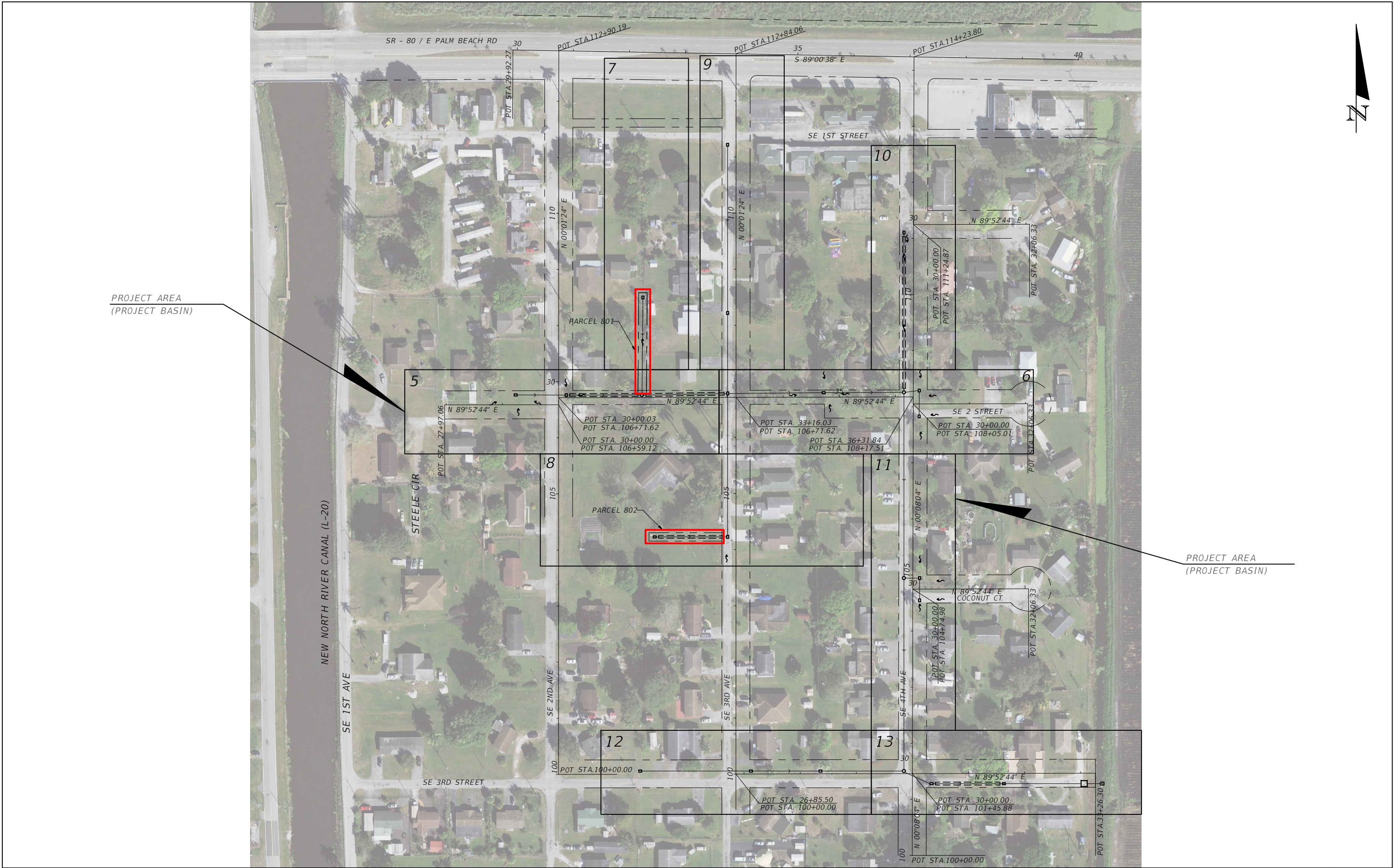
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5868
FOR THE FIRM OF:
MANUEL G. VERA AND ASSOCIATES, INC.
13960 SW 47TH STREET
MIAMI, FLORIDA 33175
(305) 221-6210 LB 2439



VAULT:\RWMAPPING\PARCEL SKETCH\RWPS 801.dgn

THIS IS NOT A BOUNDARY SURVEY

			CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE					
			DRAINAGE EASEMENT					
			PALM BEACH COUNTY					
			BY	DATE	PREPARED BY:	DATA SOURCE:		
			DRAWN	MOSCISKI	08/13/21	MANUEL G. VERA & ASSOCIATES, INC.		
REVISION	BY	DATE	CHECKED	TRUONG	08/13/21	ITEM/SEGMENT	N/A	SECTION
						SHEET 3 OF 3		



REVISIONS				MOHAN THAMPI, P.E. P.E. NO.: 42777 CAP ENGINEERING, INC 343 ALMERIA AVE CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION NO. 27051	CITY OF SOUTH BAY S2 DRAINAGE AREA IMPROVEMENTS			EASEMENT LAYOUT	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FDEP PROJECT ID		A	
						PALM BEACH	LP50102			

NOT FOR CONSTRUCTION

RESOLUTION NO. 46-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DRAINAGE EASEMENT AGREEMENT BETWEEN WILBERT SIME AND ROSE SIME AND THE CITY OF SOUTH BAY FOR PARCEL 802, A PORTION OF TRACT 16, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14 T.44 S, R.36 E AND PLAT OF THE TOWN OF SOUTH BAY, AS FULLY DESCRIBED IN COMPOSITE EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Wilbert Sime and Rose Sime ("Grantor") is the fee simple owner of certain real property, referred to as Parcel 802, a portion of Tract 16, Amended Plat and Re-Subdivision of Section 14 T.44 S, R. 36 E and Plat of the Town of South Bay, containing 1,995 square feet, more or less (Folio Number 58-35-44-14-160.0010) as fully described in Composite Exhibit "A" attached (the "Property"); and

WHEREAS, the City of South Bay ("Grantee" or the "City") desires to have a perpetual non-exclusive easement for the purpose of constructing and maintaining a drainage structure and pipe upon and through the Property, together with the right of access, ingress and egress, along with any other incidences necessary or convenient in connection therewith; and

WHEREAS, Grantor desires to grant such easement to Grantee pursuant to the Drainage Easement Agreement for Parcel 802 attached in Composite Exhibit "A" hereto and incorporated by reference herein; and

WHEREAS, the City Commission for the City of South Bay ("City Commission") desires to enter into the Drainage Easement Agreement with Grantor granting the easement upon and through the Property to Grantee pursuant to the terms thereof; and

WHEREAS, the City Commission finds that authorizing the Mayor to execute the Drainage Easement Agreement for City to receive a perpetual easement upon and through the Property described in Composite Exhibit "A" is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor. The City Commission of the City of South Bay hereby authorizes the Mayor to execute the Drainage Easement Agreement between Wilbert Sime and Rose Sime and the City of South Bay, attached in Composite Exhibit “A.” The City Manager is also authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

DRAINAGE EASEMENT AGREEMENT – PARCEL 802

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between “Wilbert Sime and Rose A. Sime”, hereinafter referred to as “Grantor”), and the City of South Bay, Florida, a municipal corporation (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as Folio No.58-36-44-14-15-160-0010__filed with Palm Beach County on _____

WHEREAS, Grantee seeks a permanent easement and right-of-way through and Within Folio No.58-36-44-14-15-160-0010, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating stormwater management facilities and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such stormwater management facilities for widths of 10 feet within the line described on Exhibit A attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Easement.**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement and right-of-way through and within Grantor property, and as depicted on Exhibit A, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating stormwater management facilities and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such stormwater management facilities.

The permanent perpetual easement and right-of-way is hereby given and granted for the sole purpose of conducting, maintaining, repairing and operating stormwater management facilities.

EXHIBIT 'A'

**A PERMANENT PERPETUAL DRAINAGE EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF STORMWATER
MANAGEMENT SYSTEM OF PIPELINES, CATCH BASINS, AND
MANHOLE STRUCTURES IN PARCEL 802**

(insert signed and sealed Parcel 802 legal description and easement location sketch)

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and re-cross and to use the said easement premises in a manner consistent with the existing nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the stormwater management facilities and/or allied facilities located on the property described above, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Recitals.

The recitals set forth above are hereby incorporated by this reference.

6. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

7. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action

shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

9. Recording.

Grantee shall, at its expense, record this Drainage Easement Agreement in the records of Palm Beach County, FL, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this ____ day of _____, 2021.

GRANTOR:

BY _____

BY _____

ATTEST:

BY _____

GRANTEE:

City of South Bay

BY _____
Joe Kyles, Mayor

ATTEST:

BY _____
City Clerk

[illegible]

ON THIS _ day of _ _ _ _, in the year 2021, before me ,
_ _

- - - - - , a notary public in and for said state, personally appeared Joe Kyles, known or identified to me to be the Mayor of the City of South Bay, the municipal corporation that executed the within instrument on behalf of said municipal corporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

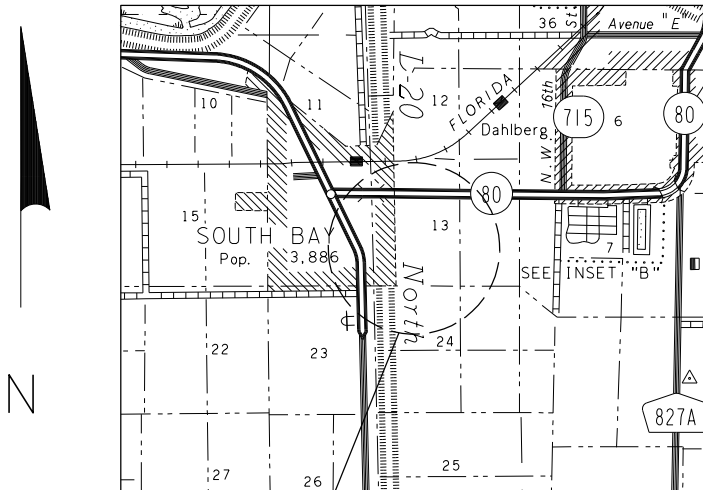
Notary Public in and for Florida

Residing at:

Commission Expires:

EXHIBIT "A"

SEC. 14 TWP. 44 S, RGE. 36 E



PARCEL VICINITY

LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES

LEGEND:

- & = AND
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- NO. = NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- ⌂ = PROPERTY LINE
- RGE. = RANGE
- SEC. = SECTION
- S.F. = SQUARE FEET
- TWP. = TOWNSHIP
- U.E. = UTILITY EASEMENT

- 1) BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 (ADJUSTMENT OF 1990) A BEARING OF N 23°07'16" W HAS BEEN ESTABLISHED BETWEEN MONUMENTS BLC113 STAMPED "SR25-93-18 C113" AND BLC114 STAMPED "SR25-93-18 C114" AS SHOWN ON PROJECT NETWORK CONTROL SHEET FOR STATE PROJECT 441631-1-52-01 AS ON FILE AT DISTRICT IV SURVEYING AND MAPPING IN FORT LAUDERDALE, FLORIDA.

POINT	NORTHING	EASTING	DESCRIPTION
BLC113	847,351.911	748,753.726	SET ALUMINUM DISK IN CONCRETE
BLC114	850,278.656	747,504.081	SET ALUMINUM DISK IN CONCRETE

- 2) THE SECTIONAL AND R/W DATABASE INFORMATION AS SHOWN HEREON WAS PROVIDED BY THE FDOT DEPARTMENT.

- 3) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE SPECIFIED.

PARCEL 802

TITLE REPORT NO. 30916-2
OWNER = WILBERT SIME & ROSE A. SIME
PARCEL 802 EASEMENT AREA = 1,995 SQUARE FEET
PARENT TRACT AREA = 1.631 ACRES

VAULT: \RWMAPPING\PARCEL SKETCH\RWPS 802.dgn

THIS IS NOT A BOUNDARY SURVEY

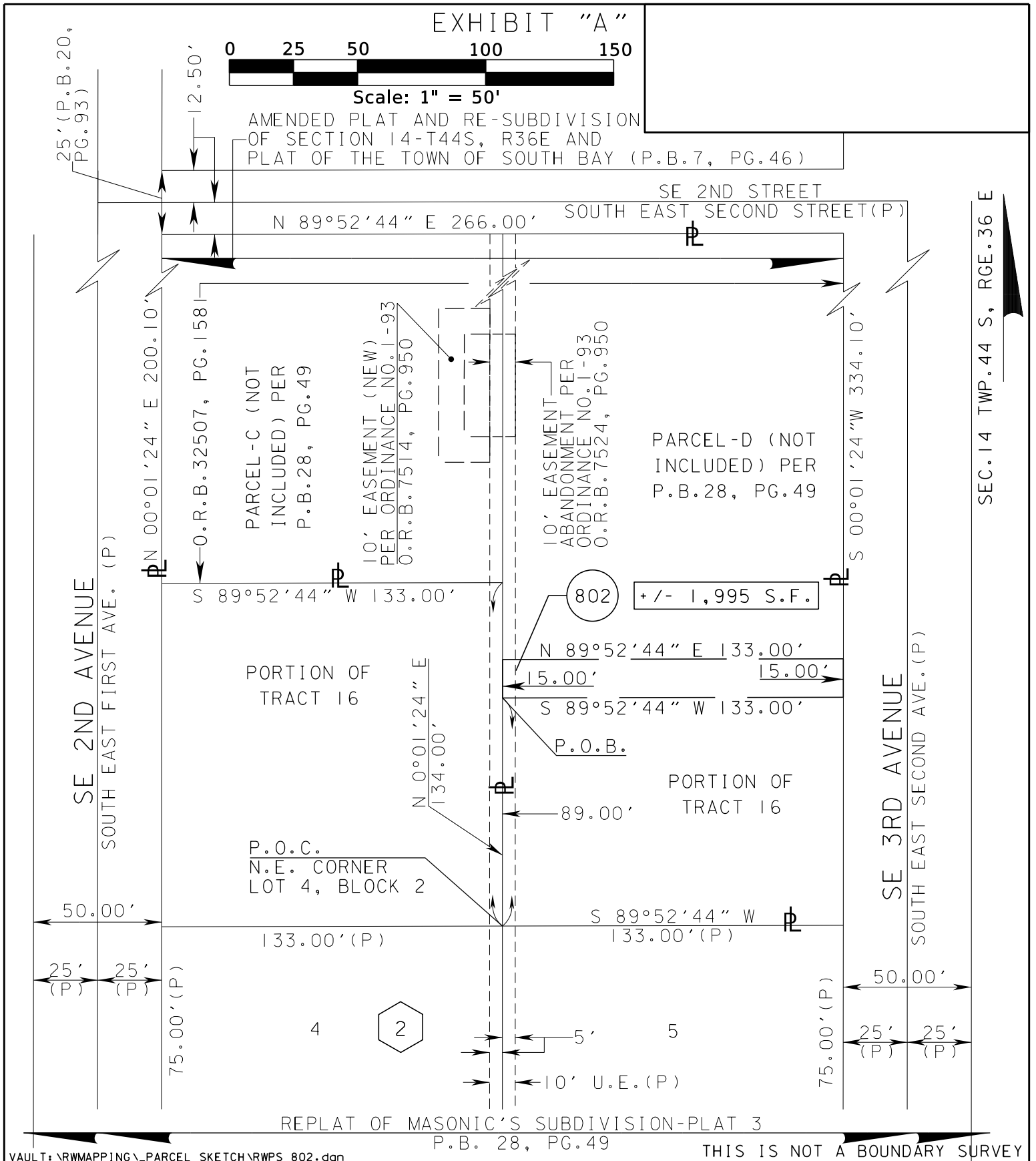
CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE
DRAINAGE EASEMENT

PALM BEACH COUNTY

REVISION			BY	DATE	PREPARED BY:		DATA SOURCE:	
			DRAWN	MOSCISKI	08/13/21	MANUEL G. VERA & ASSOCIATES, INC.		
			CHECKED	TRUONG	08/13/21	ITEM/SEGMENT	N/A	SECTION
								SHEET 1 OF 3

Scale: 1" = 50'

AMENDED PLAT AND RE-SUBDIVISION
-OF SECTION 14-T44S, R36E AND
PLAT OF THE TOWN OF SOUTH BAY (



VAULT: \RWMAPPING_PARCEL SKETCH\RWPS 802.dgn

THIS IS NOT A BOUNDARY SURVEY

CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE
DRAINAGE EASEMENT

PALM BEACH COUNTY

				BY	DATE	PREPARED BY:	DATA SOURCE:		
						MANUEL G. VERA & ASSOCIATES, INC.			
			DRAWN	MOSCISKI	08/13/21				
REVISION	BY	DATE	CHECKED	TRUONG	08/13/21	ITEM/SEGMENT	N/A	SECTION	SHEET 2 OF 3

EXHIBIT "A"

PARCEL 802 - PERPETUAL EASEMENT

A PORTION OF TRACT 16, AMENDED PLAT AND RE-SUBDIVISION OF SECTION 14 T.44 S., R.36 E AND PLAT OF THE TOWN OF SOUTH BAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7 AT PAGE 46, SHOWN AS PARCEL-D (NOT INCLUDED) IN REPLAT OF MASONIC'S SUBDIVISION - PLAT 3, AS RECORDED IN PLAT BOOK 28 AT PAGE 49, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2 OF SAID REPLAT OF MASONIC'S SUBDIVISION - PLAT 3; THENCE NORTH 00°01'24" EAST ALONG THE WEST LINE OF SAID PARCEL-D (NOT INCLUDED), A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'24" EAST ALONG SAID WEST LINE OF PARCEL-D (NOT INCLUDED); THENCE NORTH 89°52'44" EAST, A DISTANCE OF 133.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL-D (NOT INCLUDED), SAME BEING A POINT ON THE WEST EXISTING RIGHT OF WAY LINE OF SE 3RD AVENUE; THENCE SOUTH 00°01'24" WEST ALONG SAID EAST LINE OF PARCEL-D (NOT INCLUDED) AND ALONG SAID WEST EXISTING RIGHT OF WAY LINE OF SE 3RD AVENUE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°52'44" WEST, A DISTANCE OF 133.00 FEET TO THE POINT OF BEGINNING.

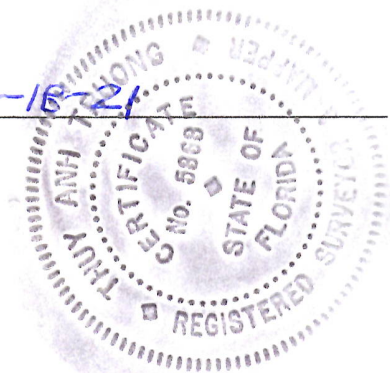
CONTAINING 1,995 SQUARE FEET, MORE OR LESS.

A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A DRAINAGE STRUCTURE AND PIPE UPON AND THROUGH THE ABOVE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, ALONG WITH ANY OTHER INCIDENCES NECESSARY OR CONVENIENT IN CONNECTION THEREWITH.

I HEREBY CERTIFY THAT SAID SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THUY A. TRUONG, P.S.M. Thuy A. Truong DATE 08-16-21

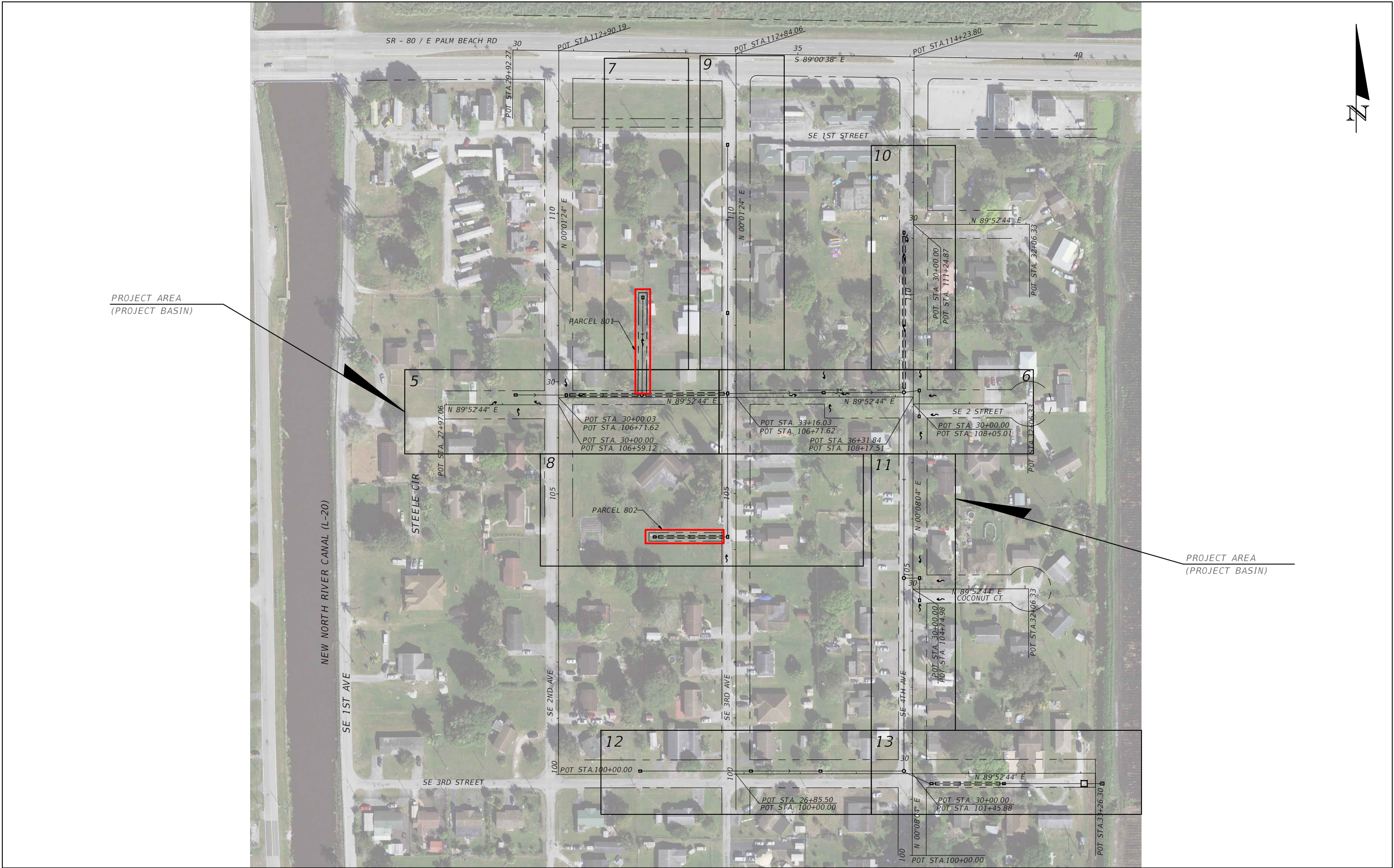
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5868
FOR THE FIRM OF:
MANUEL G. VERA AND ASSOCIATES, INC.
13960 SW 47TH STREET
MIAMI, FLORIDA 33175
(305) 221-6210 LB 2439



THIS IS NOT A BOUNDARY SURVEY

VAULT: \RWMAPPING\PARCEL SKETCH\RWPS 802.dgn

			CITY OF SOUTH BAY FLOOD CONTROL AND WATERWAY MANAGEMENT S2 DRAINAGE					
			DRAINAGE EASEMENT					
			PALM BEACH COUNTY					
			BY	DATE	PREPARED BY:	DATA SOURCE:		
			DRAWN	MOSCISKI	08/13/21	MANUEL G. VERA & ASSOCIATES, INC.		
			CHECKED	TRUONG	08/13/21	ITEM/SEGMENT	N/A	SECTION
REVISION	BY	DATE	SHEET 3 OF 3					



REVISIONS				MOHAN THAMPI, P.E. P.E. NO.: 42777 CAP ENGINEERING, INC 343 ALMERIA AVE CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION NO. 27051	CITY OF SOUTH BAY S2 DRAINAGE AREA IMPROVEMENTS			EASEMENT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FDEP PROJECT ID		
						PALM BEACH	LP50102		A

NOT FOR CONSTRUCTION

RESOLUTION NO. 47-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN EMERGENCY PURCHASE AGREEMENT BETWEEN S&S ASPHALT LLC AND THE CITY OF SOUTH BAY FOR ROADWAY REPAIR IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that the City needs immediate repair of 60ft x 24ft of roadway on an emergency basis; and

WHEREAS, on August 12, 2021, S & S Maintenance LLC ("S&S") submitted a quote in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) to repair 60ft x 24ft of roadway on SW 6th Avenue within the city limits; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the South Bay Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission for the City of South Bay finds that the execution of an emergency purchase agreement for the repair of the roadway within the City limits is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between S & S Asphalt Maintenance LLC and the City of South Bay, attached hereto as Exhibit "A", for the provision of roadway repair within the City limits, on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and **ADOPTED** this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Proposal



S&S Asphalt Maintenance/Concr...

18144 90Th St. N., Loxahatchee Florida

33470

561 512-0543

sfloridasealcoat.com

Proposal Submitted To City of South Bay	Date Aug 12, 2021
Address 335 Sw. 2Nd Ave.	Phone
	E-mail Address Kerre@southbaycity.com
Job Name and Location	

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

Dig out area approximately 60 x 24 replace base as needed.

Compact base with 3 to 5 ton vibratory roller.

Apply tack coat

Install 2 inches of hot asphalt roll down to compaction

All dirt debris and materials will be hauled away from Job.

Contractor will provide traffic control during Job

We propose hereby to furnish material and labor -
complete in accordance with the above
specifications for the sum of:

Authorized
Signature:

Note: This proposal may be withdrawn by us if not
accepted within: days.

Accepted: The above prices, specifications
and conditions are satisfactory and are hereby
accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.

Signature:

Date: **Aug 12, 2021**

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2021, between:

CITY OF SOUTH BAY,
a Florida municipal corporation, hereinafter, "CITY,"

and

S & S ASPHALT MAINTENANCE LLC

a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in immediate need of an independent contractor to correct a residential street repair.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice

will be sent to the City's Finance Department for payment.

- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and

all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned,

transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Sharon Stanko, Owner
S & S Asphalt Maintenance LLC.
4311 Okeechobee Blvd
West Palm Beach, FL 33409

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent

permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY:

Leondrae D. Camel, City Manager

Joe Kyles, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Sharon Stanko, Owner
S & S Asphalt Maintenance LLC

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of ___a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK)

Proposal



S&S Asphalt Maintenance/Concr...

18144 90Th St. N., Loxahatchee Florida

33470

561 512-0543

sfloridasealcoat.com

Proposal Submitted To	Date
City of South Bay	Aug 12, 2021
Address	Phone
335 Sw. 2Nd Ave.	
	E-mail Address
	Kerre@southbaycity.com
Job Name and Location	
We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows: Dig out area approximately 60 x 24 replace base as needed. Compact base with 3 to5 ton vibratory roller. Apply tack coat Install 2 inches of hot asphalt roll down to compaction All dirt debris and materials will be hauled away from Job. Contractor will provide traffic control during Job	
We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: 6500 Note: This proposal may be withdrawn by us if not accepted within: 30 days. Authorized Signature: 	
Accepted:The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature: _____ Date: Aug 12, 2021	

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000108833

Entity Name: S&S ASPHALT MAINTENANCE LLC

Current Principal Place of Business:

4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409

Current Mailing Address:

4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409

FEI Number: NOT APPLICABLE

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STANKO, SHARON A
4311 OKEECHOBEE BLVD
WEST PALM BEACH, FL 33409 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MRS.
Name SHARON, STANKO
Address 4311 OKEECHOBEE BLVD
City-State-Zip: WEST PALM BEACH FL 33409

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered .

SIGNATURE: SHARON STANKO

OWNER

04/14/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

RESOLUTION 48-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay and the International Association of Machinists and Aerospace Workers (the "Union") have negotiated the terms of an agreement between the parties; and

WHEREAS, the proposed agreement has an effective date of October 1, 2021 and is contemplated to remain in full force and effect through September 30, 2024; and

WHEREAS, the parties agree that the negotiated agreement shall provide for: (i) a 1.5% wage increase for fiscal year 2021-2022 for members of the union; (ii) a 1.5% wage increase for fiscal year 2022-2023 for members of the union; (iii) a 1.5% wage increase for fiscal year 2023-2024 for members of the Union; and (iv) payment by the City of 80% of the City's group health insurance premium for members of the Union and their covered family members; and

WHEREAS, the parties desire to enter into the negotiated agreement, which has been fully approved by the members of the Union.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to enter into an Agreement with the International Association of Machinists and Aerospace Workers, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and **ADOPTED** this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Agreement
Between the
International Association of
Machinists and Aerospace Workers
District Lodge 166
Local Lodge 2152
South Bay, Florida
And
The City of South Bay

Effective October 1, 202~~1~~⁴ through September 30, 202~~4~~⁴

ARTICLE 1

PREAMBLE

- 1.1 This agreement is entered into by and between the City of South Bay, Florida, hereinafter referred to as the "Employer" or "City", and the International Association of Machinist and Aerospace Workers Local Lodge 2152, hereinafter referred to as the "Union".

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of South Bay in its capacity as an employer, the employees, and the citizens of South Bay.

- 1.2 The parties agree that nothing in this agreement shall prohibit the parties from meeting and discussing any items of mutual interest in accordance with the law.

ARTICLE 2
RECOGNITION

- 2.1 The City of South Bay hereby recognizes the International Association of Machinists and Aerospace Workers as exclusive representatives for the bargaining_unit described below for the purpose of bargaining collectively with the City relative to wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.
- 2.2 The bargaining unit is comprised of those positions certified for inclusion by the Public Employees Relations Commission.
- 2.3 In the event of a conflict between the foregoing list of positions included in the bargaining unit and the unit as recognized by the Public Employees Relations Commission (PERC), the unit recognized by the PERC shall control.

ARTICLE 3
RIGHTS OF EMPLOYEES

- 3.1 The employees in the bargaining unit shall have the right to join or assist the Union or to refrain from any such activity.
- 3.2 All provisions of this Agreement shall be applied fairly and equitably to all employees in the Bargaining Unit.
- 3.3 Employees in the bargaining unit may request a Union representative to be present when they believe a meeting with a supervisor may lead to discussions which could form the basis of disciplinary action.

ARTICLE 4
DUES DEDUCTION

- 4.1 Upon receipt of a written authorization form from an employee in the bargaining unit the City shall deduct from the employee's wages an amount equal to monthly union dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter.
- 4.2 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, and judgment brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deduction of IAMAW dues.

ARTICLE 5
STRIKES

- 5.1 The International Association of Machinist and Aerospace Workers, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, strike or unlawful picketing.
- 5.2 In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the City Administration, a state or international representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of the normal operations. The Union representatives shall notify the City 24 hours after commencement of such strike, what legitimate measures it has taken to comply with the provisions of this Article.

ARTICLE 6
NON-DISCRIMINATION

- 6.1 The City of South Bay will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union or authorized activity as required in this Agreement in behalf of the members of the IAMAW.
- 6.2 The Union will not discriminate against employees covered by this Agreement as to membership or representation with regard to terms and conditions of membership because of race, color, creed, sex, age, or national origin.
- 6.3 The Union recognizes that the City of South Bay is firmly committed to securing equal employment opportunities and freedom from discrimination for all individuals within the City of South Bay, as set forth by its Equal Employment Opportunities policies.
- 6.4 While claims of discrimination may be processed through normal City complaint procedures; if the matter cannot be resolved, the employee should address the issue to the appropriate county, state, or federal agencies that deal with these issues.

ARTICLE 7
REPRESENTATION OF THE CITY

7.1 The City shall be represented by the City Manager, Human Resources Manager, and City Attorney.

ARTICLE 8
UNION REPRESENTATION

- 8.1 The City agrees to recognize the Union's officers and two (2) City employee stewards as agents of the Union. The Union shall furnish written notice to the Department Head of the designated Union officers and stewards within three days of ratification of this Agreement and when any change in designation is made thereafter. The City recognizes the right of the Union to designate one (1) chief steward from among the two (2) City employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.
- 8.2 Union officials shall, with prior notification and approval by the City Manager be admitted to the property of the City for purposes of administering the Agreement. Union officials as designated above shall only be able to meet with City employees in non-work areas (i.e., break areas). Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and /or security purposes. Access shall not be unreasonably withheld.
- 8.3 The Chief Steward will be granted paid leave to engage in collective bargaining with the representatives of the City and consultation with management, including Labor/Management meetings, subject to section 9.2.
- 8.4 Time spent by Union stewards/representative during working hours in the proper handling of legitimate grievances in accordance's with the grievance procedure and/or for such other Union business as provided in this agreement, shall be paid for by the City subject to the following limitations:
- 1) When an employee who is required to appear at a hearing related to a grievance and or arbitration.
 - 2) When an employee who is or responding to a disciplinary action or investigation.
 - 3) When an employee is attending a pre-determination hearing.
- 8.5 No employee shall engage in Union business while on duty except as referenced in this article.
- 8.6 The City Manager will grant the Union stewards combined leave, without pay, for a total of twenty (20) days per year, but no more than five (5) consecutive working days in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave does not adversely effect the on-going day to day operations in the any department.

ARTICLE 9
COLLECTIVE BARGAINING

- 9.1 The membership of the bargaining unit shall be represented in collective bargaining by the Business Representative of the Union or by a person or persons designated in writing to the City Manager. The Business Representative of the Union, or the person or persons designated shall have full authority to conclude a Collective Bargaining Agreement on behalf of the Union subject to a majority vote of those members of the Bargaining Unit voting on the question of ratification. It is understood that the Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City Manager in writing of any changes in the designation of any certified representative of the Union.
- 9.2 No more than two (2) stewards or bargaining unit members may participate in collective bargaining while on duty, without loss of pay. Additional bargaining unit members may attend while off duty or when on approved leave.

ARTICLE 10

BULLETIN BOARDS

- 10.1 The Union shall be provided space on bulletin boards at each location so designated by the City in the areas where unit employees normally are assigned to work for the use of LOCAL 2152. These bulletin boards shall be used for posting Union notices, signed by a Union officer but restricted to the following:
- A. Notices of Union recreational and social affairs;
 - B. Notices of Union elections and results of elections;
 - C. Notices of Union appointments and other official Union business;
 - D. Notices of Union meetings.
 - E. Union newsletter (may be unsigned)
- 10.2 All other information, including any notices containing any information other than purpose, date, time and place may be posted on such designated areas and the Union shall furnish the City Manager's office with a copy. All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin board and for maintaining such bulletin boards in an orderly condition.
- 10.3 The Union shall not post endorsements for candidates who are running for office.
- 10.4 The City shall not be held responsible for any postings on the bulletin boards by the union or union members.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

- 11.1 A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member which involves the interpretation and application of, or compliance with, the provisions of this Agreement.
- 11.2 In the event a grievance should arise as to the interpretation or the application of the terms of the Agreement or departmental regulations, the said dispute or grievance shall be dealt with as stated below. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

STEP 1:

The aggrieved employee or an association representative shall present the grievance or dispute orally, setting forth the facts with particulars and the remedy sought, within ten (10) working days of its occurrence or knowledge thereof, to the Department Heads or designee. The Department-Heads or designee shall reply in writing within ten (10) working days of receipt of the grievance or dispute. If the Department Administrator or designee shall fail to respond in writing, the grievance is presumed to be denied, and the employee may move to the next step.

STEP 2:

If no written reply has been made, or if a written response has been made, and the aggrieved employee is dissatisfied, the aggrieved employee or union representative may, within ten (10) working days of receipt of a reply, or if none is submitted, present the grievance or dispute in writing to the Administrator of Human Resources.

The Administrator of Human Resources shall reply in writing within ten (10) working days of receipt of the grievance. If the Administrator of Human Resources shall fail to reply in writing, the grievance is presumed to be denied, and the employee may move to the next step.

STEP 3:

If the Administrator of Human Resources replies and the aggrieved party or the union is dissatisfied, then the grievance may be submitted to the City Manager within ten (10) working days of receipt of the Administrator of Human Resources' reply. The City Manager shall reply within ten (10) working days of receipt of the grievance or dispute. If the City Manager shall fail to reply in writing, the grievance is presumed to be denied, and the employee may move to the next step.

STEP 4:

If the grievance has not been settled by Steps 1-3, either party, the union, or the City may refer it to arbitration within forty-five (45) days of receipt of the City Manager's reply. The Union or the City will submit the matter to the Federal Mediation & Conciliation Services (FMCS) to select an arbitrator. The submitting party will select a panel of five (5) arbitrators. The union and the city will meet to strike a panel. The last arbitrator left will be the arbitrator to be used. The arbitrator's decision shall be supported by substantial evidence on the record as a whole.

The decision shall be in writing with a full statement of findings and reasons. The decision of the arbitrator shall be final and binding on the parties; provided that the arbitrator shall have no power to modify, amend, or alter this Agreement. The expense of the arbitrator shall be borne by equally the parties.

- 11.3 By Agreement of both parties, a meeting will be held at any step of the grievance procedure.
- 11.4 The Union and the City shall each bear its own expense in the arbitration proceedings, except that both parties shall share equally the fee and other expenses of the arbitrator.
- 11.5 An employee covered under the collective bargaining agreement may elect to proceed under the grievance procedure provided under the Employee Handbook of the City of South Bay.
- 11.6 A probationary employee may not grieve.

ARTICLE 12

MANAGEMENT RIGHTS

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects; and the powers and authority, which the City has not abridged, delegated, or modified by this agreement, are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Services Rules and Regulations including but not limited to the following:

- A. To manage and direct the employees of the City
- B. To hire, promote, transfer, schedule, assign and retain employees in positions with the City
- C. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- D. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City and to set standards of Fire Rescue services to be offered to the public.
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types, and grades of positions of employees assigned to an organizational unit, Department or project.
- J. To determine internal security practices.
- K. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- L. The City offers a drug free work place and the policy set out in the employee handbook, which shall apply.

ARTICLE 13
BARGAINING UNIT IDENTIFICATION

- 13.1 The City of South Bay agrees to provide to the IAMAW on an annual basis a roster of the bargaining unit, including name, address, current pay, job title, department, and hire date.
- 13.2 Annually, the City of South Bay will provide the Union with a list of employees in the bargaining unit ranked by seniority.

ARTICLE 14

SENIORITY

- 14.1 Seniority of employees in the bargaining unit shall consist of continuous accumulated paid service with the City of South Bay. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.
- 14.2 Seniority shall be utilized for the following purposes:
- a) Vacations for each calendar year shall be drawn by employees on a basis of seniority preference; provided, however, that the Department shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any given period in the event of disaster or emergency.
 - b) In the event of a vacancy or position being created within the Department, seniority along with skills and abilities will be the requirements of the job. Where skill and abilities are relatively equal seniority shall prevail.
 - c) In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification. If more than one classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that he/she is fully qualified to perform the work in that lower classification. All temporary, provisional, limited term, and probationary employees shall be laid off before any permanent employee is laid off or reduced in classification.
 - d) Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the Department Head or designee and City Manager or designee, such employees are physically and mentally capable of performing the work available at the time of recall. No laid off employee shall retain recall rights beyond twelve (12) months from the date of layoff.
 - e) Employees eligible for recall will be sent a certified letter to their last known address giving them thirty (30) days to reply as to whether they wish to be considered for their prior position. The City shall have no further obligation unless it receives a written response within thirty (30) days of receipt or attempted delivery of the letter.

- f) Whenever a layoff becomes necessary, the City Manager or designee shall make every effort to notify the Union at least two (2) weeks in advance of the intended action and the reason for the layoff.

- g) The following are the current positions within the bargaining unit: see Appendix A

ARTICLE 15
TRANSFERS

- 15.1 The City Manager or designee may transfer an employee temporarily in the bargaining unit from one position to a similar position of the same pay grade or a higher pay grade. If a higher pay grade the City will pay the higher pay grade. If the grade is lower the employee's pay will not change. This transfer will not to exceed thirty (30) days. The City Manager shall notify Human Resources and the Union of the effective date.

ARTICLE 16
WORKWEEK AND OVERTIME

- 16.1 It is hereby agreed that no bargaining unit member shall be required to remain on duty for more than forty (40) hours in any work week unless extra hours of duty are deemed necessary by the Department Head or designee, and additional compensation shall be paid thereafter. Said additional compensation shall be at the rate of one and one-half (1-1/2) times his/her regular hourly salary.
- 16.2 Overtime pay when so granted will normally be contained in the bargaining unit member's next regular paycheck following the time worked.
- 16.3 The City will establish the hours of work that are best suited to meet the needs of the department to provide superior service to the Community.
- 16.4 The work week shall consist of forty (40) hours with a minimum of eight (8) hours per shift. Employees shall receive a minimum of two (2) consecutive days off per week. Nothing herein shall prohibit an employee from agreeing to work on his/her off days.
- 16.5 Bargaining unit members shall be given a two (2) week notice of any change in their regular hours of work, except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during a riot, hurricane, or other emergency condition shall be paid according to Section 16.9 of this Article.
- 16.6 Time keeping systems shall be utilized by all bargaining unit members as required by the city.
- 16.7 The Department Head or designee shall offer overtime to qualified employees on an equal basis within job classification on a rotating basis, by use of seniority.
- 16.8 Compensation for overtime work in excess of forty (40) hours per week, shall be at the rate of one and one half (1-1/2) the employee's regular rate of pay.
- 16.9 The City recognizes that unusual circumstances may require that a bargaining unit member may find it necessary to request a change of his/her scheduled shift. Without obligating the City to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Department Head or designee. At least three (3) days oral notices will be required. No reasonable request will be denied.

ARTICLE 17

WAGES

17.1 All Bargaining Unit employees shall receive a general wage increase as follows:

Effective Oct. 1, ~~2018~~2021

Oct. 1, ~~2019~~2022

Oct. 1, ~~2020~~2023

~~-1.5~~%

~~3~~1.5%

~~2.5~~1.5%

17.2 Should the City grant non-bargaining unit employees a cost of living wage greater than the negotiated wage increase, the City, in its sole discretion, may award the bargaining unit employees the same increase.

17.3 Subject to the availability of funding, the City of South Bay may pay bargaining unit employees a bonus in accordance with the Commission's approved Employee Bonus Policy. Said payment, if applicable, shall be determined by the City Manager and is subject to Commission approval.

Article 18

Vacations

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Vacation Hours</u>
1-4 Years	10	80
5-10 Years	15	120
10+ Years	20	160

- 18.2 Vacation leave may be taken as earned subject to the approval of the Department Head who shall schedule vacations to meet the operating requirements of the Department. Where employee's request conflicting dates and no approval has been granted the employee with the greater seniority shall have preference.
- 18.3 Employee's may carry over of no more than five (5) vacation days per year.
- 18.4 Pay in lieu of time off will be approved, but will not exceed five (5) days or 40 hours subject to approval of the City Manager.
- 18.5 Employee's must submit a written request to the Department head at least thirty (30) calendar days prior to the first date of leave requested.
- 18.6 An employee whose employment is terminated for any reason before taking his earned vacation shall be paid such earned vacation pay at the termination of his employment.
- 18.7 All bargaining unit employees will receive their regular hourly rate while on vacation.
- 18.8 All bargaining unit employees may donate their vacation time to other city employees as defined in the city employee handbook

ARTICLE 19

HOLIDAYS

19.1 The official holidays to be observed by bargaining unit members shall be:

New Years Day

Presidents' Day

Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

19.2 An official holiday that falls on a Saturday shall be observed on the preceding Friday, and an official holiday that falls on a Sunday shall be observed on the following Monday by qualified employees whose regularly scheduled work week consisting of forty (40) hours does not include Saturday or Sunday as a day of work.

19.3 Employees who qualify to receive compensation for an official holiday without working on such holiday shall be paid their regular straight time rate of pay for the day on which the holiday falls. If an employee is required to work or is called into work on official holiday the employee will receive double time pay for all hours worked and the hours will be counted toward his forty (40) hour work week.

ARTICLE 20

BEREAVEMENT LEAVE

- 20.1 In the event of the death of the mother, mother-in-law, father, father-in-law, step-mother, step-father, grandmother, grandmother-in-law, grandfather, grandfather-in-law, legal guardian or ward, grandchild, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, or daughter-in-law, child – natural, step or adopted—of the employee or employee’s spouse, such employee shall be entitled to funeral leave for the purpose of arranging and attending said relative’s funeral for a period of three (3) working days for any one death.
- 20.2 An employee on funeral leave provided in the Article shall be paid for such hours which the employee would normally be scheduled to work.
- 20.3 The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave. Full time employees will be compensated for actual work time lost, up to a maximum of one day, to serve as an active pallbearer at a funeral of a fellow employee.

ARTICLE 21
UNIFORMS AND EQUIPMENT

- 21.1 The City of South Bay shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and shall agree to replace unserviceable uniforms as required.
- 21.2 Any uniform or related equipment initially supplied by the City which is damaged or destroyed while a bargaining unit employee acting in the performance of his official duties shall be replaced by the City at no cost to the bargaining unit employee, provided the same is not the result of his/her negligence.
- 21.3 The City agrees to pay for all uniforms and safety equipment for bargaining unit members as follows:
- a) Replacement of uniforms and safety equipment lost or damaged through the normal work day shall be replaced by the City.
 - b) The City will provide full-time employees with \$150.00 per year for safety boots/shoes as needed. The City shall also furnish all safety equipment to the bargaining unit members.
- 21.4 Wearing of Uniforms and Clothing. All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.

ARTICLE 22
INSURANCE

- 22.1 The City of South Bay will provide individual/single employee Health Care Insurance coverage to each employee. The City will be responsible for 80% of the premium cost. The employee will be responsible for 20% of the premium cost.
- 22.2 The City of South Bay will offer family Health Care Insurance coverage to all employees. The City will be responsible for 80% of the premium cost. The employee will be responsible for 20% of the premium cost.

ARTICLE 23

SICK LEAVE AND JURY DUTY

- 23.1** Full time employee's who have completed their six (6) month probationary period will be eligible for paid sick leave. Sick leave will accrue at the rate of two (2) days per month of employment commencing with the first day of the month following the first day of employment. Employees may accumulate a maximum of sixty (60) sick leave days. Employees may take as many days of sick leave that they have banked. Employees may take these sick days at their discretion.
- 23.2** **Union** will adopt the City of South Bay Court Leave and Jury Duty under Article VII section e of the Employee's handbook
- 23.3** The Union and the City will adopt Article VII section G of the Employees Handbook. FMLA.

ARTICLE 24
PROBATIONARY PERIOD

- 24.1 All new bargaining unit members shall serve a probationary period of six (6) months during which time they shall not be entitled to any seniority or tenure rights. Upon completion of the six (6) months probationary period, employees shall be known as permanent employee and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such member's seniority rights. Disciplinary action and discharge shall be at the discretion of the employer without recourse to the grievance procedure during the probationary period.

Article 25

MILITARY LEAVE

- 25.1 The Union and the City will adopt the current Military leave as provided in The City of South Bay employee's handbook. Article VII section F.

Article 26

RULES AND CITY POLICIES

The City shall have the right at any time to adopt and put in effect reasonable rules and policies not in conflict with this agreement, and all employees shall be subject to such rules and policies. All rules and policies will be posted on appropriate bulletin boards not less than seventy- two (72) hours before the rules become effective. The Union will have the right to grieve all rules and policies that are not reasonable.

ARTICLE 27

Terms of Agreement

This agreement shall be in full force and effect as of October 1, ~~2018-2021~~ and date of shall continue in full force and effect through September 30, ~~2021~~2024. At least sixty (60) days prior to the termination of this agreement, either party hereto shall notify the other in writing of its intention to modify, amend, or terminate said agreement. Upon receipt of said notice, negotiations for same shall commence not late than thirty (30) days prior to the expiration of the Agreement.

ARTICLE 28

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of South Bay and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking, and Agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives on the ____ day of _____, ~~2019~~2021.

**FOR THE CITY OF
South Bay**

City Manager

City Representative

**FOR THE International Association of
Machinists and Aerospace Workers**

Business Representative

IAMAW Representative

RESOLUTION 49-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING LEGISLATIVE PRIORITIES FOR THE 2022 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in anticipation of the 2022 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of proposed legislative actions with information provided by city staff and members of the public; and

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2022 legislative session, subject to amendments to the list that may be made, from time to time, if determined necessary by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of 2022 Legislative Priorities; Reservation for Amendments. The City Commission of the City of South Bay, Florida hereby adopts the 2022 Legislative Priorities as set forth in Exhibit "A," attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21ST day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

RESOLUTION NO. 50-2021

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, FLORIDA, APPOINTING ISRAEL
BAEZ TO THE CAREERSOURCE PALM BEACH
COUNTY, INC. BOARD OF DIRECTORS; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City of South Bay ("City") entered an Interlocal Agreement dated July 10 2007, creating the Palm Beach Workforce Consortium; and

WHEREAS, on June 1, 2021 the City Commission of the City of South Bay ("City Commission") approved the replacement of the July 10, 2007 Interlocal Agreement as amended; and

WHEREAS, the Interlocal Agreement grants the City one elected official and one private business sector appointment to CareerSource Palm Beach County, Inc. Board of Directors; and

WHEREAS, the current private business sector appointment to the CareerSource Palm Beach County, Inc Board of Directors term has expired; and

WHEREAS, the City Commission of the City of South Bay desires to appoint Israel Baez to the CareerSource Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby true and correct and incorporated by reference.

Section 2. Appointment of Member; Term. The City Commission of the City of South Bay hereby appoints the following person to the CareerSource Palm Beach County, Inc. board of directors for the term specified:

Israel Baez, Director of Human Resources, Florida Crystals Corporation

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of September 2021.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



September 8, 2021

ATTN: Mr. Leondrae Camel, City Manager South Bay
South Bay City Hall
335 SW 2nd Avenue
South Bay, Florida 33493

RE: Appointment Israel Baez CareerSource Palm Beach County, Inc. Board

Dear Mr. Camel:

The City of South Bay entered an Interlocal Agreement dated July 10, 2007, as amended, with Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens and West Palm Beach creating the Palm Beach Workforce Development Consortium (Consortium). Thereafter on June 1, 2021, the city of South Bay approved the replacement of the July 10, 2007, Interlocal Agreement as amended, which consolidates and streamlines the agreement and its amendments into one document, reaffirms, restates and establishes the Consortium members' intent to continue the operation of the multi-jurisdictional Consortium. Each of the Consortium members, with the exception of Palm Beach County, have approved and executed the replacement Interlocal Agreement. Palm Beach County is scheduled to approve and execute the replacement Interlocal Agreement on October 5, 2021.

The July 10, 2007 and replacement Interlocal Agreement both grant the city of South Bay one private business sector appointment to the CareerSource Palm Beach County, Inc. board of directors. CareerSource Palm Beach County, Inc. is respectfully requesting the city of South Bay City Commission's approval to appoint Mr. Israel Baez, Director of Human Resources Florida Crystals Corporation as the city of South Bay's private business sector representative to the CareerSource board of directors.

Should you have any questions regarding this matter please do not hesitate to call me at (561) 340-1060 Ext. 2363. Thank you for your attention and time approving this very important appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julia Dattolo", is written over a light blue horizontal line.

Julia Dattolo
President and Chief Executive Officer



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date: September 16, 2021

Ref. Weekly check register

Enclosed, please find the summary of check register as of September 16, 2021:

General Fund

- Utility:

Comcast	\$	432.34
T-Mobile		681.44

• PBC Sheriff Office	18,657.38
• Cardno, Inc.	8,304.29
• Ford Credit Co	868.46
• Jeffery Sears	624.00
• Purchased of supplies, materials and parts	729.05
• Payment for various services	<u>1,141.21</u>

Total	\$	<u>31,438.17</u>
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Sanitation Fund

Waste Management	\$	<u>38,586.30</u>
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AP Check Register Report

City Of South Bay (CSBFND)

9/13/2021 11:50:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13676	CARDNO	CARDNO, INC	9/13/2021	8,304.29	
13677	COMCAST	COMCAST	9/13/2021	432.34	
13678	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	9/13/2021	106.65	B
13679	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	9/13/2021	673.99	A
13680	FORD CREDIT DEPT 67-4	FORD MOTOR CREDIT COMPANY LLC	9/13/2021	868.46	
13681	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	9/13/2021	55.06	A
13682	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	9/13/2021	18,657.38	
13683	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	9/13/2021	410.00	B
13684	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	9/13/2021	265.00	J
13685	T-MOBILE	T-MOBILE	9/13/2021	681.44	
13686	VRC	VRC	9/13/2021	359.56	B
				Non-Electronic Transactions:	30,814.17
				Total Transactions:	30,814.17

AP Check Register Report

City Of South Bay (CSBFND)

9/10/2021 9:32:42 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13675	JEFFERY SEARS	JEFFERY SEARS	9/10/2021	624.00
Non-Electronic Transactions:				624.00
Total Transactions:				624.00

AP Check Register Report

City Of South Bay (CSBFND)

9/13/2021 12:04:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
259	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/13/2021	16,225.50
Non-Electronic Transactions:				16,225.50
Total Transactions:				16,225.50

AP Check Register Report

City Of South Bay (CSBFND)

9/2/2021 1:37:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
258	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	9/2/2021	22,360.80
Non-Electronic Transactions:				22,360.80
Total Transactions:				22,360.80